INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No.: HG632025

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Tribal Regional Behavioral Health Services **Begin Date:** 10/1/2005

Geographic Service Area: Gila River Tribal Region **Termination Date:** 6/30/2008

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

	Counties:	**A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
X	**Indian Tribes:**	**A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
	School Districts:	**A.R.S. §§ 11-951, 11-952, and 15-342.**
	City of Phoenix:	**Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
	City of Tempe:	**Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Contractor Name: Gila River Health Care Corporation

Address: PO Box 38

Sacaton AZ 85247

City State, Zip Code

Name: Barney Enos, Jr.

Phone:

Fax No.:

Signature of Person Authorized to sign 8/16/05 Date

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature 8-17-05 Date

Robert R. Yoder, Attorney GRHCC

Print Name and Title

This contract shall henceforth be referred to as Contract No. HG632025 . The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract.

State of Arizona

Signed this 7th **day of** September, 2005

Karen Boswell

Procurement Officer

Attorney General Contract, No. KR05-0832-EHS, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, By:

Elizabeth Dietz 8/30/05

Signature Date

Elizabeth Dietz

Print Name, Assistant Attorney General

RESERVED FOR USE BY THE SECRETARY OF STATE

NO. 27711

Filed with the Secretary of State

Date Filed: 9-9-05

Janice K. Brewer

Secretary of State

By:

GILA RIVER HEALTH CARE CORPORATION
INTERGOVERNMENTAL AGREEMENT

SCOPE OF WORK
GILA RIVER IGA

Scope of Work

A. BACKGROUND AND PURPOSE

The Arizona Department of Health Services, Division of Behavioral Health Services (ADHS/DBHS) through its contract with Arizona Health Care Cost Containment System (AHCCCS) is authorized to provide coordination, planning, administration, regulation and monitoring of the state public behavioral health system. The Contractors are responsible for the operation and coordination of the behavioral health service delivery network, including contracting and payment for a full range of behavioral health care and prevention services to children, adults and families with serious illness, adults with substance abuse/dependence and general mental health disorders and monitoring and improving the effectiveness of services.

1. Purpose

   The Gila River Health Care Corporation (GRHCC) is a wholly owned subordinate entity of the Gila River Indian Community, a federally recognized Indian tribal government, which has been authorized by the Gila River Indian Community to become the Contractor hereunder. The Arizona Department of Health Services (ADHS) shall, unless directed otherwise by the Contractor, provide any payments due hereunder and any notices regarding material beaches, Agreement performance issues, funding issues, Agreement Amendments, disputes or complaints of any sort, directly to the Contractor.

   a. WHEREAS ADHS is duly authorized to execute and administer agreements under Arizona Revised Statutes Sections 36-104, 36-3401 et seq; and

   b. WHEREAS the Contractor is duly authorized to execute and administer agreements under Article VI, section 1(a) of the Constitution of the Gila River Health Care Corporation governing laws; and

   c. WHEREAS ADHS and the Contractor are authorized by A.R.S. § 36-104, 36-3401 et seq. and the Contractor's governing laws to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies;

   d. WHEREAS, ADHS and the Contractor endeavor to provide accessible, timely behavioral health services tailored to the person and family in accordance with best practices, provided in the most appropriate setting, designed in collaboration with the person, family and others to achieve functional outcomes; and

   e. WHEREAS ADHS desires that the Contractor provide behavioral health services and the Contractor has agreed to provide behavioral health services pursuant to the terms and conditions contained herein;

   f. THEREFORE ADHS and the Contractor agree as follows:

2. The Arizona Department of Health Services/Division of Behavioral Health Services (ADHS) administers behavioral health programs and services for children and adults and their families. ADHS is responsible for administering behavioral health services for several populations funded through various sources.

   a. The State Medicaid agency, Arizona Health Care Cost Containment System (AHCCCS), contracts with ADHS to administer the behavioral health benefit for

Title XIX and Title XXI children and adult acute care members. Additionally, Department of Economic Security (DES) contracts with ADHS to administer the behavioral health benefit for Developmentally Disabled Arizona Long Term Care System (DD ALTCS) eligible members.

b. State law requires ADHS to administer community based treatment services for adults who have been determined to have a serious mental illness (SMI).

c. ADHS administers behavioral health services funded through federal block grants from the Substance Abuse and Mental Health Services Administration (SAMHSA). The federal block grants include the:

1) Substance Abuse Prevention and Treatment Performance Partnership (SAPT) and
2) Community Mental Health Services Performance Partnership (CMHS).

d. ADHS administers other federal, state and locally funded behavioral health services.

3. Throughout the state, ADHS contracts with organizations to administer integrated managed care delivery systems in specified service areas including tribal communities. Organizations that are contracted with the state to administer these behavioral health delivery systems are referred to as Regional Behavioral Health Authorities (RBHA). ADHS also enters into intergovernmental agreements with tribal government entities to administer designated behavioral health services, which are referred to as Tribal Regional Behavioral Health Authority (TRBHA).

4. RESERVED

5. ADHS requires the Contractor to administer a managed care behavioral health delivery system that shall provide services that are individual and family centered and culturally relevant that result in improved functioning,

a. Reduced symptoms stemming from behavioral health problems, and
b. Improved quality of life for families and individuals.

6. The Contractor shall be proactive and innovative in organizing and administering a behavioral health delivery system that meets the behavioral health service needs of individuals and families. As new information and knowledge is obtained, the Contractor shall adjust operations to be responsive to the needs of the individuals and families being served.

7. The Contractor's use of managed care practices shall be applied in a manner that results in individuals and families accessing and receiving behavioral health services that are individual and family centered.

8. The Contractor will operate in partnership with ADHS and other stakeholders to ensure that operations are effective and efficient and result in the delivery of effective behavioral health services. The Contractor shall have processes that solicit routine input from the community being served including, but not limited to, input from persons and family members receiving services to inform the Contractor about how to better organize its operations and how to improve the behavioral health delivery system.

9. Arizona System Principles

The Contractor shall organize its operations to ensure that the behavioral health delivery system operates in accordance with the following System Principles.

a. Easy Access to Care

1) Accurate information is readily available that informs behavioral health recipients, family members and stakeholders how to access services.
2) The behavioral health network is organized in a manner that allows for easy access to behavioral health services.
3) Services are delivered in a manner, location and timeframe that meet the needs of behavioral health recipients and their families.

b. Behavioral Health Recipient and Family Member Involvement

1) Behavioral health recipients and family members are active participants in behavioral health delivery system design, prioritization of behavioral health resources and planning for and evaluating the services provided to them.
2) Behavioral health recipients, family members and other parties involved in the person's and family's lives are central and active participants in the assessment, service planning and delivery of behavioral health services and connection to natural supports.

c. Collaboration with the Greater Community

1) Stakeholders including general medical, child welfare, criminal justice, education and other social service providers are actively engaged in the planning and delivery of integrated services to behavioral health recipients and their families.
2) Relationships are fostered with stakeholders to maximize access by behavioral health recipients and their families to other needed resources such as housing, employment, medical and dental care, and other community services.
3) Providers of behavioral health services collaborate with community stakeholders to assist behavioral health recipients and family members in achieving their goals.

d. Effective Innovation

1) Behavioral health providers are continuously educated in, and use, best practices.
2) The services system recognizes that substance use disorder and other mental health disorders are inextricably intertwined, and integrated substance abuse and mental health assessment and treatment are the community standard.
3) Behavioral health recipients and family members (who want to) are provided training and supervision to become, and be retained as, providers of peer support services.

e. Expectation for Improvement

1) Services are delivered with the explicit goal of assisting people to achieve or maintain success, recovery, gainful employment, success in age-appropriate education; return to or preservation of adults, children and families in their own homes; avoidance of delinquency and criminality; self-sufficiency and meaningful community participation.

2) Services are continuously evaluated, and modified if they are ineffective in helping to meet these goals.
3) Behavioral health providers instill hope, even for the most disabled, that achievement of goals is possible.

f. Cultural Competency

1) Behavioral health service providers are recruited, trained and evaluated based upon competence in linguistically and culturally appropriate skills for responding to the individual needs of each behavioral health recipient and family members.
2) Corporate management reflects cultural diversity in values and action.
3) Corporate management and behavioral health service providers strive to improve through periodic cultural self assessment and modify individual services or the system as a whole as needed to achieve this goal.

B. ELIGIBILITY GROUPS COVERED UNDER THIS AGREEMENT

1. The following individuals and families who are also eligible beneficiaries of Gila River Indian Community and other Native Americans who are receiving their primary health care on the Gila River Indian Reservation are covered under this Agreement.

a. Title XIX and Title XXI Eligible Children and Adults

1) The ADHS/DBHS Provider Manual lists the AHCCCS eligibility key codes for all Title XIX and Title XXI children and adults that are covered under this Agreement.

2) The Title XIX eligible children include but are not limited to:

a) Title XIX children who have been adjudicated by the court to be in the care and custody of:

i. Arizona Department of Economic Security/Division of Children, Youth and Families (Child Protective Services), including those children identified by the Tribal Social Services;
ii. Arizona Department of Juvenile Corrections (except for those who are adjudicated delinquents and are in a correctional institution);
iii. Administrative Office of the Courts/Juvenile Probation. Also, those Title XIX children who have been identified by the Gila River Tribal Courts/Juvenile Probation.

b) Title XIX children in the Arizona Department of Economic Security/Division of Children Youth and Families Adoption Subsidy Program.

c) Title XIX children in the Arizona Department of Economic Security/Division of Children Youth and Families voluntary foster care arrangements.

3) Title XIX and Title XXI eligible beneficiaries regardless if they live on or off reservation.

b. Developmentally Disabled (DD) ALTCS Children and Adults

The ADHS/DBHS Provider Manual lists the DD ALTCS eligibility key code groups that are covered under this Agreement.

c. Non-Title XIX/XXI Persons with a Serious Mental Illness (SMI)

These are persons who are determined to have a serious mental illness in accordance with the SMI Eligibility Determination policy requirements outlined in the ADHS/DBHS Provider Manual.

2. The following individuals and families who are eligible beneficiaries of Gila River Indian Community and other Native Americans who are receiving their primary health care on the Gila River Indian Reservation are covered under this Agreement to the extent that funding is available and allocated to the Contractor. The Contractor may limit the scope of services provided to these populations:

a. Non-Title XIX/XXI General Mental Health Adults (GMH)

Adult persons age eighteen (18) and older who have general behavioral health issues and have not been determined to have a serious mental illness.

b. Non-Title XIX/XXI Substance Abuse Adults (SA)

Adult persons age eighteen (18) and older who have a substance use disorder, or are referred for DUI screening, education and treatment, and have not been determined to have a serious mental illness.

c. Non-Title XIX/XXI Children

Children up through the age of seventeen (17) who are in need of behavioral health services.

d. Prevention Participants

Any child or adult who participates in prevention programs provided by the Contractor. These individuals are not enrolled into the behavioral health system.

C. SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

1. The Contractor shall, either through direct delivery or through subcontracts, provide the following services:

a. Treatment Services
   1) Behavioral Health Counseling and Therapy
   2) Assessment, Evaluation and Screening Services
   3) Other Professional

b. Rehabilitation Services
   1) Skills Training and Development and Psychosocial Rehabilitation Living Skills Training
   2) Cognitive Rehabilitation
   3) Behavioral Health Prevention/Promotion Education and Medication Training and Support Services (Health Promotion)
   4) Psychoeducational Services and Ongoing Support to Maintain Employment

c. Medical Services
   1) Medication
   2) Laboratory, Radiology and Medical Imaging
   3) Medical Management
   4) Electro-Convulsive Therapy

d. Support Services
   1) Case Management
   2) Personal Care Services
   3) Home Care Training Family (Family Support)
   4) Self-Help/Peer Services (Peer Support)
   5) Therapeutic Foster Care
   6) Unskilled Respite Care
   7) Supported Housing (based on funding availability)
   8) Sign Language or Oral Interpretive Services
   9) Non-Medically Necessary Covered Services (Flex Fund Services)
   10) Transportation (Emergency and Non-emergency)

e. Crisis Intervention Services
   1) Crisis Intervention Services (Mobile)
   2) Crisis Intervention Services (Stabilization)
   3) Crisis Intervention (Telephone)

f. Inpatient Services
   1) Hospital
   2) Subacute Facility
   3) Residential Treatment Center

g. Residential Services
   1) Behavioral Health Short-Term Residential (Level II), Without Room and Board
   2) Behavioral Health Long-Term Residential (Non-medical, Non-acute) Without Room and Board (Level III)
   3) Mental Health Services – Not Otherwise Specified (NOS) (Room and Board)

h. Behavioral Health Day Program
   1) Supervised Behavioral Health Treatment and Day Programs
   2) Therapeutic Behavioral Health Services and Day Programs
   3) Community Psychiatric Supportive Treatment and Medical Day Programs

i. Prevention Services

2. The ADHS/DBHS Covered Behavioral Health Services Guide provides a full description of these services including definitions; service standards/provider qualifications; code specific information; and billing limitations for each service. The ADHS/DBHS Covered Behavioral Health Services Guide specifies the funding sources that shall be used to reimburse the provision of covered services based upon eligibility of the person and the permissible reimbursement for Title XIX/XXI funding.

3. The Contractor through this agreement is not required to provide behavioral health services at an IHS Facility or a 638 entity for Title XIX or Title XXI eligible members; AHCCCS is responsible for the payment of those services. The Contractor agrees to provide behavioral health services when a Title XIX or Title XXI eligible member is referred for emergency services by an IHS Facility or a 638 tribal entity.

When a Title XIX or Title XXI eligible member receives some services at an IHS Facility or 638 tribal entity and the Contractor determines that the Title XIX or Title XXI eligible member requires other services that the IHS Facility or 638 tribal entity cannot provide, the Contractor shall be responsible for providing those services. For example, if the Contractor offers a Title XIX or Title XXI eligible member case management services and an IHS Facility or 638 tribal entity offers counseling to the same Title XIX or Title XXI eligible member, the Contractor through this agreement would be responsible for providing the case management services, but not counseling services.

4. ADHS may from time to time add or delete specific codes and services.

D. CONTRACTOR ADMINISTRATIVE ORGANIZATION

1. The Contractor shall maintain an organizational structure of sufficient size and scope that::

   a. Implements the Arizona System Principles – Scope of Work Paragraph A.8, Principles for Persons with a Serious Mental Illness – Scope of Work Paragraph G.8 and the Arizona Children's Vision and Principles – Scope of Work Paragraph G.9, as outlined herein;

   b. Adapts to changing needs of behavioral health recipients;

   c. Ensures that all eligible persons have access to, and receive services through, an individual and family centered approach;

   d. Supports the effective operations of a managed care behavioral health delivery system;

   e. Complies with all requirements contained within this Agreement, including, but not limited to, personnel requirements outlined in the Terms and Conditions, Paragraph C.1 and the network management, service delivery, quality management, utilization management, financial management, and training requirements outlined in the Scope of Work; and

   f. Allows for clear lines of responsibility, authority, communication and coordination within and between functions and departments of the organization and addresses, including but not limited to: personnel requirements outlined in the Terms and Conditions, Paragraph C.1; and administrative requirements outlined in the Scope of Work (i.e. network management, service delivery, quality management, utilization management, financial management, management information systems and training).

2. The Contractor shall document and communicate to its personnel the organizational structure including the lines of responsibility, authority and coordination within and between departments of the organization.

3. To assist in the separation of records, assets, liabilities and personal designated for performing functions under this Agreement, the Contractor may organize its internal operations though a separate division or subsidiary of the Contractor; provided that a division or subsidiary within the contemplation of this Section must be wholly owned and controlled at al times by the contractor with no outside or private interests. If at any time the Contractor shall desire to perform functions through an entity that is not a wholly owned and controlled division or subsidiary, the Contractor must enter into a separate subcontract pursuant to Terms and Conditions section, paragraph D. Subcontracting.

E. NETWORK REQUIREMENTS, MANAGEMENT AND REPORTING

1. Overview

The provider network requirements, management and reporting specifications contained within this section apply to:

a. Title XIX, Title XXI and Non-Title XIX SMI populations; and

b. Non-Title XIX/XXI populations, as funding is available and services are delivered to these populations.

Requirements that apply exclusively to the Title XIX and Title XXI populations are specified.

2. Provider Network Requirements

a. The Contractor shall develop a network of providers that:

1) Is sufficient in size, scope and types of providers to provide all covered behavioral health services under this Agreement and fulfill all the service delivery requirements contained within Scope of Work Paragraph G and the ADHS/DBHS Provider Manual. In establishing and maintaining the network, the Contractor shall at a minimum consider the following:

a) Current *and* anticipated Title XIX and Title XXI eligible data;
b) Current *and* anticipated Title XIX and Title XXI behavioral health enrollment data;
c) Current *and* anticipated Non-Title XIX SMI behavioral health enrollment data;
d) Current *and* anticipated other Non-Title XIX/XXI population behavioral health enrollment data;
e) Current *and* anticipated utilization of services, considering behavioral health recipient characteristics and behavioral health care needs
f) Cultural needs of behavioral health care recipients, which shall be assessed by the Contractor;
g) Cultural needs of behavioral health care recipients, which shall be assessed by the Contractor;
h) The number of network providers who are not accepting new persons;
i) The geographic location of providers and persons, considering distance, travel time, the means of transportation used by persons and whether the location provides physical access for persons with disabilities;
j) The prevalent language(s), including sign language, spoken by populations in the service area;
k) Quality management data including but not limited to appointment standard data, problem resolution, concerns reported by eligible or enrolled persons;
l) Behavioral health recipient Satisfaction Survey data;
m) Results from Independent Case Reviews conducted by ADHS;
n) Complaint, grievance and appeal data;
o) Issues, concerns and requests brought forth by other state agency personnel who also have involvement with persons covered under this Agreement; and
p) Demographic data.

2) Has the minimum number of providers by provider type or service:

   a) As specified in the Contractor's identified list of providers for the first year of the Agreement, or
   b) As specified in the Contractor s Annual Provider Listing; or
   c) As specified in any changes to either of the two (2) preceding documents above.

3) Responds to referrals twenty-four (24) hours per day, seven (7) days per week and can respond to immediate, urgent, and routine needs within the timeframes outlined in the ADHS/DBHS Provider Manual.

4) Responds to persons and their families in a culturally relevant manner and addresses their service needs in a way that is consistent with their cultural and linguistic heritage and preferences.

5) Has providers to deliver services, including crisis telephone services, in the behavioral health recipient's primary or preferred language including services delivered by behavioral health professionals, behavioral health technicians and paraprofessionals. In cases where the primary or preferred language is a rare language spoken in the service area, services shall be provided through qualified interpreter services.

6) Includes a sufficient number of providers who offer evening and weekend access to services for persons and families who are unavailable for appointments during normal business hours.

7) Has a sufficient number of providers to fulfill the function and role of the Clinical Liaison as outlined in the ADHS/DBHS Provider Manual.

8) Utilizes behavioral health recipients and family members, who have received appropriate training and preparation, as providers of peer support services.

9) Is geographically accessible to all behavioral health recipients.

10) RESERVED

11) Ensures availability of 24-hour substance use disorder/psychiatric crisis stabilization within a reasonable geographic distance.

12) Has programs and services for priority populations consistent with the requirement of the Substance Abuse Prevention and Treatment Performance Partnership Block Grant Scope of Work Paragraphs G.10 and G.11 and the ADHS/DBHS Provider Manual. The network shall be configured to provide the following:

   a) Priority access for pregnant women/teenagers,
   b) Specialized programs and services for pregnant women and women with young children,
   c) Services for injection drug abuse, and
   d) Provision of HIV early intervention services.

13) RESERVED

14) Has sufficient providers to ensure culturally appropriate services for Native American recipients.
15) RESERVED

16) Has a network sufficient to allow recipients choice in behavioral health providers.

17) Ensures that contracting arrangements with providers guarantees that behavioral health recipients reaching the age of majority are provided continuity of care without service disruptions or mandatory changes in service providers. Further, the network shall be organized in a manner that allows enrolled children and enrolled parents to receive services from the same provider.

3. Network Management

a. The Contractor shall have a sufficient number of qualified provider services staff to manage the network. Unless approved in advance by ADHS, the Contractor shall not delegate, other than a division or wholly owned subsidiary of the Contractor, the function of network management, network reporting and assurance of network sufficiency except for credentialing and privileging of providers. Network management functions shall include:

1) Recruiting and retaining providers.

2) If the Contractor is not delivering services directly, developing contracts prudently and expeditiously and ensuring that the subcontract requirements outlined in Terms and Conditions Paragraph D.1 are met.

3) Responding to provider inquiries and as applicable, coordinating with, or expeditiously referring inquiries to, other parts of the organization.

4) Managing the credentialing and privileging of providers.

5) Utilizing the Contractor's established processes to communicate network development needs to and from other parts of the Contractor's organization.

6) Coordinating with the Contractor's quality management personnel in fulfilling provider monitoring requirements as outlined in Scope of Work Paragraph K.

7) Continually monitoring the network capacity to ensure that there are sufficient providers to provide services to behavioral health recipients including those with specialized needs including provision of services to persons with limited proficiency in English. ADHS intends to enhance its ability to identify the linguistic needs of individuals with limited proficiency in English and to more effectively monitor Contractor's ability to provide services to these individuals. As these processes are developed, the Contractor shall adjust its operations to conform.

8) Monitoring of the network including review of various data sources to determine sufficiency.

9) Ensuring that providers operate under a current license, registration, certification or accreditation as required by the ADHS/DBHS Covered Behavioral Health Services Guide or other state or federal law and regulations.

b. The Contractor shall ensure that all relevant information is disseminated to all behavioral health providers. The Contractor shall ensure that all providers have access to the ADHS/DBHS Covered Behavioral Health Services Guide and

ADHS/DBHS Provider Manual and any updates either through the Internet, or provision of paper copies to providers who do not have Internet access.

c. The Contractor shall ensure that the use of subcontracted service providers does not result in duplication of administrative functions between the Contractor and subcontractors including but not limited to quality management and utilization management functions. Subcontracts with service providers shall focus on service delivery rather than delegation of administrative responsibilities the Contractor is required to fulfill under this Agreement. The Contractor may not delegate administrative functions to a provider beyond what is required of service providers as outlined in the ADHS/DBHS Provider Manual without the prior written approval of ADHS.

d. To the extent not covered by the Federal Tort Claim Act, the Contractor shall ensure that providers obtain and maintain all applicable insurance as outlined in Terms and Conditions Paragraph E.1. The Contractor shall obtain and keep on file copies of applicable provider insurance certificates, and shall make them available for review by ADHS upon request.

e. The Contractor shall select providers based upon at a minimum:

1) The provider meeting the qualifications stated in the ADHS/DBHS Covered Behavioral Health Services Guide.

2) The provider fulfilling any credentialing and privileging requirements contained in the ADHS/DBHS Provider Manual.

f. The Contractor shall retain providers based upon performance and quality improvement data acquired while delivering services under this Agreement.

g. Providers shall be registered with AHCCCS (or ADHS as applicable) as provider types that are specified in the ADHS/DBHS Covered Behavioral Health Services Guide. Providers shall meet all provider qualifications and operate within the scope of their practice.

h. The Contractor shall credential and privilege providers as required in the ADHS/DBHS Provider Manual including processes to expedite temporary credentialing and privileging when needed to ensure the sufficiency of the network and add to specialized providers. The Contractor's credentialing and privileging processes shall be in compliance with AHCCCS Medical Policy Manual Chapter 900.

i. The Contractor shall not discriminate, with respect to participation in the ADHS program, against any provider (who is otherwise properly credentialed and qualified) based solely on the provider's type of licensure or certification. In addition, the Contractor shall not discriminate against providers that service high-risk populations or specialize in conditions that require costly treatment. This provision, however, does not prohibit the Contractor from limiting provider participation to the extent that the Contractor is meeting the needs of those persons covered under this Agreement. This provision also does not interfere with measures established by the Contractor to control costs consistent with its responsibilities under this Agreement nor does it preclude the Contractor from using different reimbursement amounts for different specialists or for different practitioners in the same specialty. If the Contractor declines to include individuals or groups of providers in its network, it shall give the affected providers written notice of the reason for its decision. The Contractor may not

include providers excluded from participation in Federal health care programs, pursuant to Section 1128 or Section 1128 A of the Social Security Act.

j. Providers shall not be restricted or inhibited in any way from communicating freely with or advocating for persons regarding:

1) Behavioral health care, medical needs and treatment options, even if needed services are not covered by the Contractor or if an alternate treatment is self-administered;

2) Any information the behavioral health recipient needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of treatment or non-treatment; and,

4) The behavioral health recipient's right to participate in decisions regarding his or her behavioral health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

k. If the network is unable to provide services required under this Agreement, the Contractor shall ensure timely and adequate coverage of these services through an out of network provider until a network provider is contracted. The Contractor shall ensure coordination with respect to authorization and payment issues in these circumstances.

4. Network Reporting Requirements

a. Network Assurance of Sufficiency

1) The Contractor shall submit to ADHS by March 1 of each contract year thereafter, an assurance of the adequacy and sufficiency of the provider network operated through this Agreement. The assurance, signed by Contractor's Director, shall verify that the network:

a) Offers an appropriate range of services, including specialty services, that is adequate for the anticipated number of Title XIX, Title XXI, and Non-Title XIX SMI persons in each service area;

b) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the accessibility and service needs of the anticipated number of Title XIX, Title XXI and Non-Title XIX SMI persons in the service area; and

c) The Contractor shall affirm the efforts being made to maintain or expand services as identified by the Contractor.

2) The Contractor shall also submit an assurance when there is a significant change in operations impacting services and capacity, including but not limited to:

a) Changes in services

b) Changes in covered benefits

c) Addition of new eligibility populations

b. Notification Requirements for Changes to the Network

1) The Contractor shall notify ADHS before making any expected network material changes in the size, scope or configuration of the Contractor's provider network as indicated in the list of providers. When changes have been reported, the Contractor shall partner with ADHS to identify ways in which services shall be provided to recipients.

2) The Contractor shall notify ADHS in writing within one (1) day of becoming aware of any unexpected network material change, or learning of a network deficiency, or anticipating a network material change that could impair the provider network. The notice shall include:

    a) Information about how the change will affect the delivery of covered services;

    b) The Contractor's plan to ensure that there is minimal disruption to the behavioral health recipient's care and provision of service. The plan shall also address that clinical team meetings with the behavioral health recipient will be provided to discuss the options available to the behavioral health recipient and that treatment plans will be revised to address any changes in services or service providers; and

    c) The Contractor's plan to address and resolve any network deficiency.

3) The Contractor shall notify ADHS in writing within five (5) days of a decision by the Contractor to terminate, suspend or limit a subcontract with providers, if the decision materially impacts the sufficiency of the network, including situations that require behavioral health recipients to transition care to a different provider.

    a) The notice shall include:

        i. The number of individuals to be impacted by the termination, limitation or suspension decision including the number of Title XIX and Title XXI and Non-Title XIX/XXI behavioral health recipients affected by program category.

        ii. The Contractor's plan to ensure that there is minimal disruption to the behavioral health recipient's care and provision of service. The plan shall also address that clinical team meetings with the behavioral health recipient will be provided to discuss the options available to the behavioral health recipient and that treatment plans will be revised to address any changes in services or service providers.

        iii. The Contractor's plan for communicating changes to affected behavioral health recipients.

    b) ADHS may require the Contractor to submit a transition plan for individual behavioral health recipients who are impacted by the change.

    c) The Contractor shall track all persons transitioned due to a provider's subcontract suspension, limitation or termination to ensure service continuity. Required elements to be tracked include: Name, Title XIX/XXI status, date of birth, population type, current services that the behavioral health recipient is receiving, services that the behavioral health recipient will be receiving, new agency assigned, and date of first

appointment and activities to re-engage persons who miss their first appointment at the new provider. Other elements to be tracked may be added based on the particular circumstances.

c. Quarterly Reports

1) The Contractor shall submit a Quarterly Provider listing according to the following schedule:

Due to ADHS on:	For the reporting period:
October 31	July 1 through September 30
January 31	October 1 through December 31
April 30	January 1 through March 31
July 31	April 1 through June 30

2) The Quarterly Provider Listing shall include the following elements: providers lost and gained, the name and address of provider, provider type, AHCCCS provider identification number, populations served, and an analysis of the impact on the sufficiency of the network. Where, as a result of the losses, a material gap or deficiency is identified, the Contractor shall include a plan for addressing the gap and the plan for transitioning persons to appropriate alternate services as outlined in the network notification requirements.

d. Annual Reports

Annual Report of identified providers shall include; name, address, provider type, contractor capacity, if applicable, AHCCCS provider identification number, populations served and submitted annually thereafter on March 1.

F. OUTREACH

The Contractor shall conduct outreach activities to inform persons in a culturally and linguistically appropriate manner regarding the availability of behavioral health services. Outreach activities shall include, but are not limited to:

1. Participation in local health fairs, or health promotion activities;

2. Involvement with local school districts;

3. Routine contact with AHCCCS Health Plan Behavioral Health Coordinators and/or primary care providers (PCPs);

4. Homeless Outreach;

5. Publication and distribution of informational materials;

6. Liaison activities with local and county jails, Arizona Department of Corrections, Arizona Department of Juvenile Corrections, and Gila River Indian Community (GRIC) Juvenile Detention and Rehabilitative Center (JDRC) and the GRIC Department of Corrections and Rehabilitation (DOCR);

7. Routine interaction with agencies that have contact with substance abusing pregnant women;

8. Development and implementation of outreach programs that identify persons with co-morbid medical and behavioral health disorders, persons with co-occurring developmental disabilities and behavioral health disorders, and those who may be

seriously mentally ill within the Contractor's service area, including persons that reside in jails, homeless shelters or other settings; and

9. Providing information to mental health advocacy organizations.

Outreach activities shall include dissemination of information to the general public, other human service providers, county, state and/or tribal governments, school administrators and teachers and other interested parties regarding behavioral health services available to eligible persons.

G. SERVICE DELIVERY SYSTEM

1. General Requirements

The Contractor shall ensure that services are delivered in accordance with the requirements contained within this Agreement and the:

a. ADHS/DBHS Policies and Procedures Manual, which contains administrative requirements of the Contractor;

b. ADHS Covered Behavioral Health Services Guide which provides a full description of the services covered under this Agreement including definitions; service standards/provider qualifications; code specific information; and billing limitations for each service; and

c. ADHS/DBHS Provider Manual, which contains service delivery policies that shall be adhered to by providers. The Contractor is required to add the Contractor's specific provider operational requirements and information into the ADHS/DBHS Provider Manual. ADHS will provide the Contractor an electronic version of the ADHS/DBHS Provider Manual that allows the Contractor to add Contractor specific information within the ADHS/DBHS Provider Manual. The ADHS/DBHS Provider Manual contains at a minimum the following policies pertaining to:

1) Clinical Operations
   a) Accessing and Interpreting Eligibility and Enrollment Information and Screening and Applying for AHCCCS Health Insurance
   b) Appointment Standards and Timeliness of Service
   c) Referral Process
   d) Co-payments
   e) Third Party Liability and Coordination of Benefits
   f) Member Handbooks
   g) Clinical Liaison
   h) Outreach, Engagement, Re-Engagement and Closure
   i) Intake, Assessment and Service Planning
   j) SMI Eligibility Determination
   k) General and Informed Consent to Treatment
   l) Advance Directives
   m) Covered Behavioral Health Services
   n) Securing Services and Prior Authorization
   o) Psychotropic Medications: Prescribing and Monitoring
   p) Medication Formulary
   q) Transition of Persons
   r) Pre-petition Screening, Court Ordered Evaluation and Court Ordered Treatment for eligible beneficiaries
   s) Special Populations
   t) Credentialing and Privileging
   u) Service Prioritization for Non-Title XIX/XXI Funding

v) Out-of-State Placements for Children and Young Adults

2) Communication and Care Coordination
   a) Disclosure of Behavioral Health Information
   b) Behavioral Health Medical Record Standards
   c) Coordination of Care with AHCCCS Health Plans and PCPs
   d) Coordination of Care with Other Governmental Entities

3) Member Rights and Provider Claims Disputes
   a) Notice Requirements and Appeal Process for Title XIX and Title XXI Eligible Persons
   b) Member Complaints
   c) Grievance and Requests for Investigation for Persons Determined to Have a Serious Mental Illness (SMI)
   d) Special Assistance for SMI Members
   e) Notice and Appeal Requirements (SMI and Non-SMI/Non-Title XIX/XXI)
   f) Provider Claims Disputes

4) Data and Billing Requirements
   a) Submitting Claims

5) Reporting Requirements
   a) Fraud and Abuse Reporting
   b) Institutions for Mental Disease (IMD) Reporting
   c) Seclusion and Restraint Reporting for Level I Facilities
   d) Reporting of Incidents, Accidents and Deaths

6) Periodic Audits and Surveys
   a) Data Validation Studies
   b) Independent Case Review
   c) Consumer and Family Satisfaction Survey
   d) Quality Improvement Projects

7) Training and Development
   a) Training Requirements

d. The Contractor agrees to ensure that behavioral health providers are continuously educated in and use best practices. For purposes of this Agreement, best practices are evidence-based practices, promising practices, or emerging practices. Behavioral health service providers shall use the ADHS/DBHS Clinical Guidance Documents, when applicable, as resources in delivering behavioral health services. The ADHS/DBHS Clinical Guidance Documents are available on the ADHS/DBHS website.

2. Customer Service

a. The Contractor agrees to provide customer service that is responsive to behavioral health recipients, family members and stakeholders. At a minimum customer service shall:

1) Be customer oriented;
2) Respond to inquiries and assist behavioral health recipients, family members and stakeholders in a manner that resolves their inquiry, including having the ability to respond to, and provide language assistance services for, those with limited English proficiency;
3) Connect behavioral health recipients, family members or stakeholders to the crisis line when indicated;

4) Process referrals including request for services;
5) Be customer oriented; assist the individual in telephonically connecting with the agency to which they are being referred, i.e., “warm transfer”;
6) Provide information on where and how to access behavioral health services;
7) Log all complaints and resolution of the complaints and notify the behavioral health recipient regarding the resolution; train staff to know how to distinguish between a complaint, SMI Grievance, and Member Appeal; and know how to triage these to the appropriate personnel;
8) At a minimum, have customer service personnel answering the phones and responding to inquiries from 8 am to 5 pm weekdays.
9) Have one toll free number maintained by the Tribe, which has the ability to transfer the call to the Contractor. The Contractor may also have a published local telephone number; and
10) Have patch capabilities to the crisis line and 911.

3. Behavioral Health Recipient Provider Choice

The Contractor shall give behavioral health recipients choice in behavioral health providers within the network. The Contractor shall ensure that behavioral health recipients are free to exercise their right to services from an alternative provider consistent with the SAPT Block Grant and the ADHS/DBHS Provider Manual.

4. Assignment to a Clinical Liaison

a. The Contractor shall strive to assign each behavioral health recipient to a Clinical Liaison in accordance with the ADHS/DBHS Provider Manual.

b. The Contractor shall maintain a roster that identifies the Clinical Liaison and Clinical Liaison contact information for each behavioral health recipient. The Contractor shall update the roster as the Clinical Liaison changes.

5. Crisis Response System

a. The Contractor shall maintain a twenty-four (24) hours per day, seven (7) days per week crisis response system. The crisis response system shall fulfill the following requirements.

1) The Contractor shall have one toll free crisis telephone number and may have a local crisis telephone number. The crisis telephone number shall be widely publicized within the service area, including being listed in the resource directory of local telephone books. Having one publicized telephone crisis response line for the service area does not preclude the Contractor from allowing or requesting providers to be the primary contact for crisis calls from behavioral health recipients that the provider serves.

2) A telephone crisis response line shall be sufficiently staffed to meet the service demand of all persons in the service area. The crisis phone response service shall, to the extent possible, be answered within three (3) telephone rings. Crisis phone response shall include triage, referral and dispatch of service providers and patch capabilities to and from 911 and other crisis providers as applicable.

3) Response to crisis calls shall meet the immediate and urgent response requirements as outlined in the ADHS/DBHS Provider Manual and have the ability to record referrals, dispositions, and overall response time.

4) The Contractor shall ensure availability of 24-hour substance use disorder/psychiatric stabilization within a reasonable distance.

5) The crisis response system may respond with any of the services outlined in Scope of Work Paragraph C of this Agreement but the service shall be clinically responsive to the needs of the person.

6) Services provided in response to immediate and urgent response needs shall be provided in order to intervene and offer resolutions, not merely triage and transfer, and shall be provided in the least restrictive setting possible, consistent with individual and family need and community safety.

7) The crisis response system must have the capacity to communicate with individuals who do not speak or understand English.

8) Emergency behavioral health services shall not require prior authorization and shall be delivered in compliance with the ADHS/DBHS Provider Manual policy on Prior Authorization.

9) The Contractor's customer service shall have patch capabilities to the crisis response system.

10) The Contractor shall initiate and maintain a collaborative effort with fire, police, emergency medical services, hospital emergency departments, AHCCCS Health Plans and other providers of public health and safety services to inform them of how to use the crisis response system. The Contractor shall meet regularly with representatives of fire, police, emergency medical services and hospital emergency departments to coordinate services and to assess and improve the Contractor's crisis response services.

11) The Contractor is responsible for psychiatric and/or psychological consultations provided to Title XIX and Title XXI enrolled behavioral health recipients in emergency room settings. The person's AHCCCS acute care health plan is responsible for all other medical services including triage, physician assessment and diagnostic tests for services delivered in an emergency room setting.

12) The Contractor shall be responsible for any Level I inpatient hospital services provided to Title XIX and Title XXI behavioral health recipients when the Contractor or subcontracted provider has had contact with the person prior to the admission into the Level I inpatient service.

13) The Contractor shall have a process to ensure persons who have emergency medical needs access emergency medical services. The Contractor shall not exclusively rely upon Emergency Rooms to fulfill this requirement.

14) If a provider determines that the person receiving services may need court-ordered evaluation and the person is off reservation the Contractor shall comply with A.R.S. §36-520 et seq. If the person is on reservation the Contractor shall comply with the Gila River Indian Community Mental Health Ordnance. A pre-petition screening shall be performed for court ordered evaluations.

6. RESERVED

7. Coordination of Behavioral Health Benefits and Collection Practices

a. Coordination of Behavioral Health Benefits

1) The Contractor shall adhere to coordination of benefits and third-party liability requirements described in the ADHS/DBHS Provider Manual.

2) The Contractor shall also coordinate benefits as follows. The Contractor shall cost-avoid all claims for services that are subject to third-party payment and may deny a service to a behavioral health recipient if it knows a third-party (i.e., other insurer) will provide the service. However, if a third-party insurer (other than Medicare) requires the behavioral health recipient to pay any co-payment, coinsurance or deductible, the Contractor is responsible for making these payments, even if the services are provided outside of the Contractor's network. The Contractor is not responsible for paying coinsurance and deductibles that are in excess of what the Contractor would have paid for the entire service per a written contract with the provider performing the service, or the ADHS fee-for-service payment equivalent. The Contractor must decide whether it is more cost-effective to provide the service within its network or pay coinsurance and deductibles for a service outside its network. For continuity of care, the Contractor may also choose to provide the service within its network. If the Contractor refers the behavioral health recipient for services to a third-party insurer (other than Medicare), and the insurer requires payment in advance of all co-payments, coinsurance and deductibles, the Contractor must make such payments in advance.

b. Collections from Third Party

In joint cases involving both AHCCCS fee-for-service or reinsurance and the Contractor, the AHCCCS authorized representative is responsible for performing all research, investigation and payment of lien-related costs. The AHCCCS authorized representative is also responsible for negotiating and acting in the best interest of all parties to obtain a reasonable settlement in joint cases and may compromise a settlement in order to maximize overall reimbursement, net of legal and other costs. For total plan cases involving only payments from the Contractor, the Contractor is responsible for performing all research, investigation and filing for liens and payment of lien filing fees and other related costs. The Contractor shall use the cover sheet as prescribed by DHS when filing liens. The cover sheet is available upon request from the ADHS Bureau of Financial Operations.

The Contractor may retain up to one hundred percent (100%) of its third-party collections if all of the following conditions exist:

1) Total collections received do not exceed the total amount of the Contractor's financial liability for the behavioral health recipient;
2) There are no payments made by AHCCCS related to fee-for-service, reinsurance or administrative costs (i.e., lien filing, etc.); and
3) Such recovery is not prohibited by State or Federal law or other regulation.

c. Reporting of collections and additional health insurance

The Contractor may be required to report case level detail of third-party collections and cost avoidance including number of referrals on total plan cases.

The Contractor shall communicate any known change in or addition to health insurance information, including Medicare, to AHCCCS, Division of Member Services, not later than ten (10) days from the date of discovery using the AHCCCS Third-Party Change Form found in the ADHS/DBHS Provider Manual.

d. Limitation on billing and collections

The Contractor shall comply with the ADHS/DBHS Provider Manual regarding collection of fees from behavioral health recipients. Except as provided in federal and state laws and regulations, the Contractor shall not bill, nor attempt to collect payment directly or through a collection agency from a person claiming to be AHCCCS eligible without first receiving verification that the person was ineligible for AHCCCS on the date of service, or that services provided were not covered services.

8. Service Delivery Requirements for Persons Determined to have a Serious Mental Illness

a. Overview

Persons who have been determined to have a serious mental illness have distinct behavioral health care needs. ADHS is committed to meeting the behavioral health care needs of persons who have been determined to have a serious mental illness. Towards that end, the Contractor shall fulfill the additional requirements set forth in this section to meet the needs of persons with a serious mental illness. ADHS has promulgated Administrative Rules, A.A.C.R9-21, that direct the delivery of services for persons determined to have a serious mental illness. In addition to the service delivery requirements in Scope of Work Paragraphs G.1. through G.7. above, the Contractor shall fulfill the following services delivery requirements for services provided to persons who have been determined to have a serious mental illness.

b. Service Delivery and Program Requirements

1) The Contractor shall fulfill the following requirements for persons with a serious mental illness:

a) Principles for Persons with a Serious Mental Illness

The service delivery system shall operate in accordance with the following principles for persons who have been determined to have a serious mental illness and their families:

i. Human dignity;
ii. Respect for the person's individuality, abilities, needs, and aspirations without regard to the client's psychiatric condition;
iii. Self-determination, freedom of choice and participation in treatment to the individual's fullest capacity;
iv. Freedom from the discomfort, distress and deprivation, which arise from an unresponsive and inhumane environment;
v. Privacy including the opportunity, wherever possible, to be provided clearly defined private living, sleeping and personal care spaces;
vi. Humane and adequate support and treatment that is responsive to the person's needs, that recognizes that a person's needs may vary, and that is sufficiently flexible to adjust to a person's changing needs;

vii. The opportunity to receive services which are adequate, appropriate, consistent with the person's individual needs, and least restrictive of the person's freedom;
viii. The opportunity to receive treatment and services that are culturally sensitive in their structure, process and content;
ix. The opportunity to receive services on a voluntary basis to the maximum extent possible and entirely if possible;
x. Integration of individuals into their home communities through housing and residential services which are located in residential neighborhoods, which rely as much as possible on generic support services to provide training and assistance in ordinary community experiences, and which utilize specialized mental health programs that are situated in or near natural community services;
xi. The opportunity to live in one's own home and the flexibility of a service system which responds to individual needs by increasing, decreasing and changing service as needs change;
xii. The opportunity to undergo normal experiences, even though such experiences may entail an element of risk; provided however, that an individual's safety or well-being or that of others shall not be unreasonably jeopardized;
xiii. The opportunity to engage in activities and styles of living, consistent with the person's interests, which encourage and maintain the integration of the individual into the community.

b) Eligibility Determinations for Serious Mental Illness

i. The Contractor, or its designee, shall conduct reviews to determine if an adult person has a serious mental illness as defined in the SMI Eligibility Determination policy contained within the ADHS/DBHS Provider Manual. These reviews shall be conducted for all persons who request a determination or those who meet criteria during an assessment as outlined in the ADHS/DBHS Provider Manual.

ii. The Contractor shall ensure that processes developed and utilized to determine if a person has a serious mental illness do not result in barriers for behavioral health recipients and excessive expense due to multiple layers of reviews beyond what is required by the SMI Eligibility Determination policy.

c) Special Assistance

i. The Contractor shall create a process to notify the ADHS/DBHS Office of Human Rights and the appropriate Human Rights Committee of all individuals deemed to be in need of special assistance.

ii. The Contractor shall ensure its staff has the necessary skill and knowledge to identify and refer all persons in need of special assistance.

d) Housing Program

At ADHS' discretion in collaboration with the Contractor, the development of SMI housing shall be based upon the availability of funding and the identified need of the enrolled eligible beneficiaries of the Contractor.

e) Residential Placements or Independent Housing

The Contractor shall not place persons with a serious mental illness in a residential program where more than eight (8) persons reside at the same address unless the residential program has been identified and approved under the "grandfather clause" according to the Arnold vs. Sarn lawsuit, ADHS and the Court Monitor. Additionally, no more than twenty-five percent (25%) of any housing complex can house individuals with a serious mental illness.

f) Supervisory Care Homes and Unlicensed Board & Care Homes

i. The Contractor shall assess the living situation for all persons with a serious mental illness to ensure that the person's basic needs are met in an environment that is safe, secure and consistent with their behavioral needs. The Contractor shall ensure that any situations observed that pose a threat to the health or safety of a person is promptly resolved.

ii. The Contractor shall use its best efforts to assist individuals interested in moving to locate alternative settings with appropriate supports, consistent with their individual needs and preferences.

g) Services for Incarcerated Individuals Determined to have a Serious Mental Illness

i. The Contractor shall work with jails and prisons to coordinate the discharge and transition of incarcerated individuals to ensure the continuation of prescribed medication and other behavioral health services.

ii. The Contractor shall collaborate with the appropriate County and Gila River Indian Community jail diversion programs for persons with a serious mental illness.

h,) Arizona State Hospital

i. The Contractor shall collaborate with the Arizona State Hospital administration and agree upon, protocols for referral, bed utilization and census management, coordination of care, discharge planning and dispute resolution.

ii. The Contractor shall ensure coordination and continuity of care for behavioral health recipients admitted to the Arizona State Hospital, including but not limited to the following:
   a) diversion of potential admission from the Arizona State Hospital, as appropriate;
   b) coordination of the admission process with the Arizona State Hospital Admissions Office;
   c) participation in the Arizona State Hospital treatment and discharge planning;
   d) forwarding of available clinical and medical record information upon or shortly after admission; and
   e) any other requested communication and/or collaboration with the Arizona State Hospital

iii. The Contractor shall make available and maintain community living arrangements, provide appropriate supports necessary to meet the individual needs, and ensure the appropriate discharge of persons with a serious mental illness from the Arizona State Hospital.

9. Service Delivery Requirements for Services Delivered to Title XIX and Title XXI Children

a. In addition to the service delivery requirements in Paragraph G.1. through G.8. above, the Contractor shall fulfill the following service delivery requirements for services provided to Title XIX and Title XXI Children.

b. ADHS is fully committed to fulfilling its obligations under the JK Settlement Agreement. ADHS entered into this Agreement because it believes that these obligations are the best way to serve Title XIX children and families in need of behavioral health care. The obligations under the agreement emphasize partnering with families and children, interagency collaboration, and individualized services aimed at achieving meaningful positive outcomes for children and families.

c. The Contractor shall operate the delivery system in accordance with the Arizona Vision set forth in the JK Settlement Agreement and the Title XIX Children's Behavioral Health Annual Action Plan. The Arizona Children's Vision is as follows:

In collaboration with the child and family and others, Arizona will provide accessible behavioral health services designed to aid children to achieve success in school, live with their families, avoid delinquency, and become stable and productive adults. Services will be tailored to the child and family and provided in the most appropriate setting, in a timely fashion, and in accordance with best practices, while respecting the child's and family's cultural heritage.

d. The Contractor shall operate the delivery system in accordance with the JK Settlement Agreement which shall require effective front-line practice, sufficient capacity of providers to deliver needed services, and collaboration with other child serving state agencies.

e. Although the general service delivery requirements contained in this Agreement and the ADHS/DBHS Provider Manual set forth the requirements for services delivered to Title XIX and Title XXI children and their families, following are highlighted expectations of the Contractor:

1) Arizona Children's Principles

The Contractor shall service all children according to the Arizona Children's Principles:

a) Collaboration with the Child and Family

Respect for and active collaboration with the child and parents is the cornerstone to achieving positive behavioral health outcomes. Parents and children are treated as partners in the assessment process, and the planning, delivery, and evaluation of behavioral health services, and their preferences are taken seriously.

b) Functional Outcomes

Behavioral health services are designed and implemented to aid children to achieve success in school, live with their families, avoid delinquency, and become stable and productive adults. Implementation of the behavioral health services plan stabilizes the child's condition and minimizes safety risks.

c) Collaboration with Others

When children have multi-agency, multi-system involvement, a joint assessment is developed and a jointly established behavioral health services plan is collaboratively implemented. Client-centered teams plan and deliver services. Each child's team includes the child and parents and any foster parents, any individual important in the child's life who is invited to participate by the child or parents. The team also includes all other persons needed to develop an effective plan, including, as appropriate, the child's teacher, the child's Child Protective Services and/or Division of Developmental Disabilities case worker, the child's guardian, and the child's probation officer or, as applicable, the equivalent personnel and/or officers from the Gila River Indian Communities. The team:

i. develops a common assessment of the child's and family's strengths and needs,
ii. develops an individualized service plan,
iii. monitors implementation of the plan and
iv. makes adjustments in the plan if it is not succeeding.

d) Accessible Services

Children have access to a comprehensive array of behavioral health services, designed to be sufficient to ensure that they receive the treatment they need. Case management is provided as needed. Behavioral health service plans identify transportation the parents and child need to access behavioral health services, and how transportation assistance shall be provided. Behavioral health services are adapted or created when they are needed but not available.

e) Best Practices

Behavioral health services shall be provided by competent individuals who are adequately trained and supervised. Behavioral health services shall be delivered in accordance with guidelines adopted by ADHS that incorporate evidence-based "best practice." Behavioral health service plans shall be designed to identify and appropriately address behavioral symptoms that are reactions to death of a family member, abuse or neglect, learning disorders, and other similar traumatic or frightening circumstances, substance abuse problems, the specialized behavioral health needs of children who are developmentally disabled, maladaptive sexual behavior, including abusive conduct and risky behavior, and the need for stability and the need to promote permanency in class members' lives, especially class members in foster care. Behavioral health services shall be evaluated and modified if ineffective in achieving desired outcomes.

f) Most Appropriate Setting

Children shall be provided behavioral health services in their home and community to the extent possible. Behavioral health services shall, to the extent possible, be provided in the most integrated setting appropriate to the child's needs. When provided in a residential setting, the setting is the most integrated and most home-like setting that is appropriate to the child's needs.

g) Timeliness

Children identified as needing behavioral health services shall be assessed and serviced promptly.

h) Services Tailored to the Child and Family

The unique strengths and needs of children and their families dictate the type, mix, and intensity of behavioral health services provided. Parents and children are encouraged and assisted to articulate their own strengths and needs, the goals they are seeking, and what services they think are required to meet these goals.

i) Stability

Behavioral health service plans shall strive to minimize multiple placements. Service plans shall, to the extent possible, identify whether a class member is at risk of experiencing a placement disruption and, if so, identify the steps to be taken to minimize or eliminate the risk. Behavioral health service plans should be designed to anticipate crises that might develop, when possible, and include specific strategies and services that shall be employed if a crisis develops. In responding to crises, the behavioral health system shall use all appropriate behavioral health services available to help the child remain at home, minimize placement disruptions, and avoid the inappropriate use of the police and the criminal justice system. Behavioral health service plans shall be designed to anticipate and, if possible, appropriately plan for transitions in children's lives, including transitions to new schools and new placements, and transitions to adult services.

j) Respect for the Child and Family's Unique Cultural Heritage

Behavioral health services shall be provided in a manner intended to respect the cultural tradition and heritage of the child and family. Services are to be provided in the child's and parents' primary language.

k) Independence

Behavioral health services shall include support and training for parents in meeting their child's behavioral health needs, and support and training for children in self-management. Behavioral health service plans shall identify parents' and children's need for training and support to participate as partners in the assessment process, and in the planning, delivery, and evaluation of services, and provide that such training and support, including transportation assistance, advance discussions, and help with understanding written materials, shall be made available.

l) Connection to Natural Supports

The behavioral health system identifies and appropriately utilizes natural supports available from the child and parents' own network of associates, including friends and neighbors, and from community organizations, including service and religious organizations.

2) Family Voice and Involvement

The Contractor shall ensure that families have a voice in treatment decisions and a voice in the operations of the behavioral health delivery system.

3) Child and Family Teams

The Contractor shall ensure that all children are served through child and family teams, according to the timeframes mutually agreed to between ADHS and the Contractor. Further, the Contractor shall ensure that Clinical Liaisons have knowledge and skill to involve others in the child and family process.

4) Support Services

The Contractor shall ensure that the delivery of services shall not only include the traditional outpatient treatment services but shall also use support services that are delivered in a timeframe needed by the child and family. In-home and out-of-home respite shall be readily available when needed.

5) Children in the Care and Custody of the State or the Gila River Indian Community

Children who are in the care and custody of the state or the Gila River Indian Community often have high intensity service needs and need to have care coordinated among government agencies. It is an expectation that the Contractor has providers that have the clinical knowledge and expertise to appropriately address the unique clinical interventions and service needs for these children. It is essential that services are provided in a timeframe that is consistent with their clinical and service needs Behavioral health services shall be planned and delivered in a manner that minimizes foster family and behavioral health placement disruptions. The Contractor shall also have providers with expertise in meeting the needs of children in foster care and those in the adoption subsidy program who have been adopted through the state.

6) Training to the Arizona Practice Model

Training shall be provided to Contractor personnel, service providers and family members who provide peer support to support them in successfully fulfilling the requirements of their position and to assist in achieving the Arizona Children's Vision and Principles.

7) Stakeholder Involvement

The Contractor shall seek out and consider any input from stakeholders in designing and managing the behavioral health delivery system. The Contractor shall provide information to advocacy organizations and other

stakeholders regarding outcomes and status of services delivered to children.

8) Out of State Placement

In accordance with the Children's Principles, children shall receive services to the extent possible in their home and community. In rare situations, the Contractor, in collaboration with the Child and Family Team, may decide to have a child or adolescent receive services out of state to address the unique treatment needs of the child. In these situations, the Contractor shall fulfill the following requirements.

a) The Contractor shall ensure that placements are made in accordance with requirements stated in the ADHS/DBHS Provider Manual.

b) The Contractor shall submit an Initial Out of State Placement Notification to ADHS concurrent with the placement and shall submit quarterly reports to the ADHS Medical Director regarding the status of those children placed out of state. The ADHS Medical Director shall define the required content of the report.

10. Service Delivery Requirements for Persons with Substance Use Disorders

a. Overview

In addition to service delivery requirements in Scope of Work Paragraphs G.1. through G.8. above, the Contractor shall fulfill the following service delivery requirements for service provided to Title XIX/Title XXI and Non-Title XIX/XXI persons with substance use disorders. Substance use disorders covered under this Agreement include a range of conditions that vary in severity over time, from problematic, short-term use/abuse of substances to severe and chronic disorders requiring long-term and sustained treatment and recovery management. The Contractor shall develop and maintain a continuum of culturally competent substance use disorder services and supports that meet the individualized needs of persons for education, brief intervention, acute stabilization/treatment and long-term recovery management for substance abuse/dependence problems.

b. Service delivery and program requirements

The Contractor shall develop services that are designed to meet the individualized needs of persons with substance use disorders and their children and families, and:

1) Are designed to reduce the intensity, severity and duration of substance use and the number of relapse events, including a focus on life factors that support long-term recovery;
2) Provide ongoing monitoring, feedback and re-engagement into treatment based on changing needs of the individual;

3) Treat the family as a unit and include the family in the treatment process, when determined to be clinically appropriate;

4) Ensure that behavioral health recipients are assessed for co-occurring mental health conditions and physical disability/disease and these co-occurring issues are addressed;

5) Include, as appropriate, a focus on returning the individual to the workforce;

6) Provide physician oversight of medical treatments including methadone, medications and detoxification to ensure services are rehabilitative in focus and directed to long-term recovery management;

7) Ensure coordination and continuity within and between behavioral health service providers and natural supports to reduce premature discharge/disenrollment and support continuity of care over time;

8) Are delivered by staff competent to assess and treat substance use disorders in individuals and families.

c. Substance Abuse Prevention and Treatment Block Grant Requirements

The Contractor shall ensure that services funded under the federal block grants meet all requirements outlined in the Terms and Conditions Paragraph F.10, Management of Block Grant Funds, and the ADHS/DBHS Provider Manual.

The Substance Abuse Prevention and Treatment Performance Partnership Block Grant is an annual formula grant to the states authorized by the U.S. Congress to support a national system of substance abuse treatment and prevention programs and services. ADHS is the designated Single State Agency to administer the Block Grant in Arizona. The Block Grant supports primary prevention and treatment services for priority substance abuse populations and others through an annual allocation to Arizona.

The Contractor shall establish program and financial management procedures consistent with requirements of The Children's Health Act of 2000 and 45 CFR Part 96 as amended. Financial requirements are identified in Terms and Conditions Paragraph F.10. Management of Block Grant Funds.

1) Use of Block Grant Funding

a) Services funded through the SAPT Block Grant are based on available funding. The Contractor shall prioritize expenditure of Block Grant funds and delivery of services for the following priority populations:

i. To ensure access to treatment and long-term recovery support services for pregnant women and teenagers who use substances, persons who use drugs by injection, and women/teenagers with young (dependent) children and their families;

ii. To provide HIV Early Intervention services at the site where persons receive covered behavioral health services for their substance use; and

iii. To provide primary prevention services to individuals and families who do not require covered behavioral health services.

b) Minimum expenditure levels for priority SAPT populations are established by the ADHS through the annual Schedule of Non-Title XIX/XXI Funding.

c) Upon meeting service requirements for women with children and their families, the Contractor may propose to establish or expand network services for other populations requiring substance abuse interventions

and supports, including homeless individuals, sight/hearing impaired, criminal justice populations and persons with co-occurring mental health disorders so long as Grant funds may be tracked for their authorized purpose.

2) Program Requirements for Women, Children and Families

a) The Contractor shall establish a sufficient network for services and supports to engage, retain and treat pregnant women and women/teenagers with young children who request and are in need of substance use disorder treatment. Services shall be designed to support the long-term recovery needs of women and their families and include targeted outreach activities to identify and enroll women with substance use disorders, supported employment and coordination of housing needs. The Contractor shall prioritize new and existing undedicated monies available for substance abuse to treatment services for pregnant women pursuant to A.R.S. § 36-141.

i. Preferential Access for Pregnant Women

The Contractor shall establish mechanisms to ensure that each pregnant woman who requests and is in need of substance use disorder treatment is admitted within forty-eight (48) hours and is provided interim services in conformance with the ADHS/DBHS Provider Manual.

ii. Specialty Programs for Women and Children

The Contractor shall establish, develop and expand network capacity to provide outreach, specialized treatment and recovery support services for women who are pregnant or have young children and their families, including women who are attempting to regain custody of their children. Services shall treat the family as a unit and admit both women and their children into treatment.

b) Specialty programs for women and children shall include the following components at the treatment site:

i. Delivery or referral for primary medical care for women;
ii. Delivery or referral for primary pediatric care for children;
iii. Gender-specific substance abuse treatment;
iv. Therapeutic interventions for children;
v. Child care;
vi. Case management and transportation to access medical and pediatric care.

3) Program Requirements for Injection Drug Abuse

The Contractor shall ensure:

a) Behavioral health recipients who use drugs by injection receive services within timeframes outlined in the ADHS/DBHS Provider Manual.

b) Providers conduct scientifically sound outreach activities to encourage individuals in need to undergo treatment.

4) Program Requirements for Tuberculosis Services

The Contractor shall ensure that persons with substance use disorders are referred for tuberculosis services.

5) Program Requirements for HIV Early Intervention Services

The Contractor shall establish services for HIV in conformance with the ADHS/DBHS Provider Manual.

6) Non-Title XIX/XXI Wait List

The Contractor shall establish and maintain a Non-Title XIX/XXI wait list for SAPT Block grant priority populations. The wait list shall include at a minimum:

a) A unique identifier for each injection drug abuser seeking treatment and/or receiving interim services; and

b) A unique identifier for each pregnant/parenting woman seeking treatment and receiving interim services.

The Contractor may request to waive wait list management requirements upon submission and approval of performance and outcome data as directed by ADHS under the SAPT Performance Partnership Block Grant.

d. RESERVED

11. Service Delivery Requirements for Community Mental Health Services Block Grant

a. The Contractor shall ensure that services funded under the federal block grants meet all requirements outlined in Terms and Conditions Paragraph F.10. Management of Block Grant Funds and the ADHS/DBHS Provider Manual.

b. The Community Mental Health Services Block Grant is an annual formula grant to the States authorized by U.S. Congress through the Department of Health and Human Services, Center for Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA). Block grants are awarded to States to establish or expand an organized community-based system of care for providing mental health services to adults with a serious mental illness (SMI) and children with a serious emotional disturbance (SED). ADHS is the designated Single State Agency to administer the Block Grant in Arizona.

c. Services funded through the CMHS Block Grant are based on available funding. The Contractor shall prioritize expenditures of Block Grant funds and delivery of services for the following priority populations:

1) Non-Title XIX/XXI adults with Serious Mental Illness and

2) Non-Title XIX/XXI children with a Serious Emotional Disturbance

d. Mental Health Block Grant funds may not be used to:

1) Provide inpatient services;

2) Make cash payments to intended recipients of behavioral health services;

3) Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment;

4) Satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds; or

5) Provide financial assistance to any entity other than a public or nonprofit entity.

H. TRAINING OF CONTRACTOR PERSONNEL

1. The Contractor shall allocate sufficient financial and personnel resources to maintain a training function to enhance the knowledge and skills of all personnel, and behavioral health recipients and family members (who provide peer support) that shall support the behavioral health delivery system in achieving the Arizona System Principles, Arizona Children's Vision and Principles, and Principles for Persons with a Serious Mental Illness. Training shall take multiple forms including but not limited to formal trainings, coaching, modeling and observation.

2. The Contractor shall:

   a. Provide orientation and ongoing training to all personnel;
   b. Provide the minimum training requirements outlined in the ADHS/DBHS Provider Manual to all providers;
   c. Have qualified personnel develop and deliver trainings;
   d. Involve behavioral health recipients and family members in the development and delivery of trainings, and
   e. Address in all trainings, the cultural relevance and considerations pertaining to each training topic.

3. The Contractor shall assist ADHS in coordinating and delivering trainings initiated by ADHS due to identified needs, including but not limited to ADHS/DBHS Strategic Plan and those needs identified in collaboration with other State agencies.

4. The Contractor shall have processes to identify the training needs of its personnel, and behavioral health recipients and family members and then provide such trainings, orientation or technical assistance to support them in successfully fulfilling the requirements of their position and to assist in achieving the Arizona System Principles, Arizona Children's Vision and Principles, and Principles for Persons with a Serious Mental Illness.

5. The Contractor shall use systematic processes such as case file review results, complaint data, utilization data and grievance and appeal data to identify staff who require training or technical assistance above the required minimum if they are not practicing in accordance with the Arizona Children's Vision and Principles, and Principles for Persons with a Serious Mental Illness. The Contractor shall also provide or ensure that all appropriate personnel, and behavioral health recipients and family members are provided training and/or technical assistance regarding new initiatives and best practices, including ADHS Clinical Guidance Documents, that impact the delivery of behavioral health services. The Contractor shall provide or ensure availability of training or technical assistance that is requested by personnel, or behavioral health recipients and family members.

6. The Contractor shall make available trainings to child serving Tribal agencies (Tribal Social Services, Gila River Behavioral Health Clinic, Human Services, Juvenile Detention and Rehabilitation Center. Juvenile Probation Officer, and Community based schools) regarding the Arizona model for delivering services to behavioral health recipients and for coaching state agency personnel in working with children and families who have behavioral health needs.

7. The Contractor shall have processes to document the delivery of all trainings to personnel, and behavioral health recipients.

I. SYSTEM COLLABORATION

1. System Collaboration with State Agencies/County Agencies/Tribal Agencies

a. The Contractor shall work collaboratively with state agencies and county agencies at the local system level.

The Contractor shall collaborate with each County, District, or Regional Office of:

1) Arizona Department of Economic Security/Child Protective Service and Tribal Social Services2) Arizona Department of Economic Security/Division of Developmental Disabilities;
3) Arizona Department of Economic Security/Rehabilitative Services Administration;
4) Gila River Indian Community Department Of Corrections and Rehabilitation
5) Juvenile Detention and Rehabilitation Center; and
6) Juvenile Probation Officer,
7) Tribal Agencies.

b. At a minimum, the collaborative efforts shall address:

1) How the Contractor will work with the entity in coordinating the delivery of behavioral health services to persons served by both entities;
2) Mechanisms for resolving problems;
3) Information sharing;
4) Resources each contributes to the care and support of persons mutually served;
5) Arrangement for co-location, if applicable.

J. COMMUNICATION WITH BEHAVIORAL HEALTH RECIPIENTS, FAMILY MEMBERS, STAKEHOLDERS, AND PROVIDERS

1. Overview

a. The Contractor shall be proactive in communicating information to behavioral health recipients, family members, and stakeholders and providers to foster a community that understands the behavioral health delivery system including but not limited to the following information:

1) How to access services,
2) The covered behavioral health services available to the various populations,
3) Information on treatment of behavioral health problems,
4) Customer service contact information,

5) Information pertaining to new initiatives within the behavioral health system,
6) Information describing the provider network.

b. The Contractor shall ensure timely and accurate dissemination and communication of information required by ADHS. Upon request, the Contractor shall assist ADHS in the dissemination of information to behavioral health recipients prepared by the federal government, AHCCCS, or ADHS. The cost of disseminating and communicating information shall be borne by the Contractor. The Contractor shall submit all materials to ADHS for approval prior to distribution.

c. All advertisements, publications, and printed materials which are produced by the Contractor and refer to Title XIX and Title XXI covered services shall state that such services are funded under a contract between AHCCCS and ADHS. All advertisements, publications, and printed materials, which are produced by the Contractor and refer to Non-Title XIX/XXI covered services, shall state that such services are funded through ADHS.

d. At a minimum, information shall be updated as needed and made available to the following groups: behavioral health recipients, family members, community stakeholders and State agencies.

e. Communication requirements with Providers are outlined in Scope of Work Paragraph E. 3.

2. Communications with Behavioral Health Recipients

a. Written Communication

1) The Contractor shall educate behavioral health recipients about covered behavioral health services and where and how to access services. At a minimum, the Contractor shall communicate with behavioral health recipients through the following.

a) Member Handbook.

i. ADHS has a Handbook template, which the Contractor shall augment with Contractor specific information. At minimum, the Member Handbook shall be updated by the Contractor by August 1st of each year. The Contractor shall have the Member Handbook approved by ADHS prior to printing.

ii. The Member Handbook shall be provided to behavioral health recipients within ten (10) days of receiving a first service.

iii. The Contractor's updated Member Handbook must be provided to all enrolled persons on an annual basis

b) Notices for denials, reductions, suspensions or terminations of services for Title XIX and Title XXI behavioral health recipients.

c) Other information as specified in the ADHS/DBHS Provider Manual.

2) When a provider is terminated, behavioral health recipients currently being serviced by that provider shall receive a written notice within fifteen (15) days of receipt or issuance of termination notice.

3) Written material shall contain easily understood language and format.

4) When there are program changes, written notification shall be provided to the affected persons at least thirty (30) days before implementation.

5) All informational materials intended for distribution to behavioral health recipients shall be reviewed for accuracy by the Contractor and approved by ADHS prior to distribution.

b. Written Translation Requirements

1) All materials shall be translated into another language when the Contractor is aware that the other language is spoken by three thousand (3,000) individuals or ten percent (10%), whichever is less, of behavioral health recipients in the service area who also have Limited English Proficiency (LEP).

2) All vital material should be translated into another language when the Contractor is aware that the other language is spoken by one thousand (1,000) or five percent (5%), whichever is less, of behavioral health recipients in the service area who also have LEP. Vital materials include, at a minimum, notice for denials, reductions, suspensions or terminations of services and consent forms.

3) All written notices informing persons of their right to interpretation and translation services shall be translated when the Contractor is aware that one thousand (1,000) or five percent (5%), whichever is less, of the behavioral health recipients in the service area speak that language and have LEP.

4) Written materials shall be available in alternative formats for the visually impaired.

5) The Contractor shall inform all behavioral health recipients that information is available in alternative formats and how to access those formats.

c. Oral Interpretation Requirements

The Contractor shall make oral interpretation services available free of charge to all Title XIX and Title XXI persons. This applies to all non-English languages, not just those that the Contractor identifies as prevalent.

3. Communications with Family Members

a. General Information to Family Members

1) The Contractor shall, at a minimum, make available the following general written information to family members:

a) Where and how to access behavioral health services including emergency/crisis services,

b) Information on the family members' role in the assessment and treatment for behavioral health recipients,

c) Generic information on the treatment of behavioral health problems,

d) Any limitations in involving family members or providing behavioral health recipient information for adult persons who do not want information shared with family members,

e) Customer service telephone numbers and hours of operation,

f) How to identify and contact a behavioral health recipient's Clinical Liaison, and

g) Covered behavioral health services.

2) The Contractor shall give the above stated written materials to providers to distribute to family members.

3) The Contractor shall educate providers regarding having a warm and welcoming environment for both behavioral health recipients and their families.

b. Behavioral Health Recipient Information to Family Members

1) The Contractor shall require that providers encourage adult persons to include family members in the assessment and treatment for behavioral health recipients, unless it is contraindicated by family circumstances.

2) The Contractor shall ensure that information regarding behavioral health recipients is shared in accordance with confidentiality and HIPAA rules and policy as outlined in Federal and State law, the ADHS/DBHS Provider Manual, and the ADHS/DBHS Policies and Procedures Manual.

4. Communications with Stakeholders and State Agencies

a. The Contractor shall periodically disseminate the following information, and other information upon request by ADHS, to relevant community stakeholders

1) How to access behavioral health services, including emergency/crisis behavioral health services,

2) Customer service telephone numbers and hours of operation,

3) How to identify and contact a behavioral health recipient's Clinical Liaison, and
4) Covered behavioral health services, and a listing and locations of contracted behavioral health providers.

b. The Contractor shall communicate with stakeholders and conduct outreach as outlined in Scope of Work Paragraph F.

5. Web Posting

a. The Contractor shall maintain a website. The website shall be organized to allow for easy access of information by behavioral health recipients, family members, providers and stakeholders.

b. The website shall contain at a minimum the following information or links:

1) How to access behavioral health services, including crisis contact information

2) Provider Listing

3) Behavioral Health Recipient Handbook

4) Customer service contact information

5) Contractor's hours of operation

6) ADHS/DBHS Provider Manual and Contractor specific information, including formulary information

7) Advocacy organizations, including advocacy for family members

K. QUALITY MANAGEMENT/UTILIZATION MANAGEMENT

1. Quality Management and Improvement Program

a. The Contractor shall institute processes to assess, plan, implement and evaluate the quality of care provided to behavioral health recipients. The Contractor shall have a quality management and improvement program that fulfills all requirements on Quality Management contained within the ADHS/DBHS Policies and Procedures Manual, ADHS/DBHS Provider Manual, and requirements from the AHCCCS quality management requirements outlined in AHCCCS Medical Policy Manual (AMPM), Chapter 900. The Quality Management Program shall require monitoring, reporting, and performance improvement activities, as agreed upon in collaboration with ADHS..

b. The Contractor shall have a sufficient number of qualified personnel to fulfill all quality management functions. The Contractor shall ensure that all activities within quality management are for the purpose of improving quality of care and meeting requirements set forth in this Agreement. The Contractor shall conduct provider monitoring activities and avoid unnecessary review and monitoring that will not assist in improving the quality of care or meeting the requirements of this Agreement.

c. The Contractor shall ensure active participation in data collection and analysis. The Contractor shall actively participate in the monitoring and tracking of quality improvement findings and shall take such actions as determined necessary to improve the quality of care provided to behavioral health recipients.

d. The Contractor shall inform ADHS within one (1) day of its knowledge of significant incidents/accidents involving behavioral health recipients and provide a summary of findings and corrective actions required, if any, following investigation of the incident/accident.

e. ADHS intends to enhance its quality management system in order to more effectively monitor the process of improving services under the JK Settlement Agreement. As these changes are implemented, the Contractor shall conform its quality management systems to be consistent with ADHS quality management systems including monitoring and performance improvement activities.

2. Performance Standards

a. The Contractor shall meet ADHS Minimum Performance Standards for all Title XIX, Title XXI, and Non-Title XIX/XXI SMI behavioral health recipients and services. Beyond the minimum requirements, it is equally important that the

Contractor continually improve performance indicator outcomes from year to year, as defined by ADHS. The Contractor shall strive to meet the ultimate Goal, or Benchmark, established or approved by ADHS. Any statistically significant drop in the Contractor's performance level for any indicator shall be explained by the Contractor in its Annual Quality Management Plan Evaluation. If the Contractor has a statistically significant drop in any indicator without a justifiable explanation, the Contractor shall be required to submit a corrective action plan to ADHS, and may be subject to sanctions until an adequate level of performance is achieved. All targeted performance measures are subject to the contract between ADHS and AHCCCS. ADHS has established three levels of performance:

1) Minimum Performance Standard

   A Minimum Performance Standard is the minimally expected level of performance by the Contractor.

2) Goal

   A Goal is a reachable standard for a given performance indicator for the contract year. If the Contractor has already met or exceeded the ADHS established or approved Minimum Performance Standard for any indicator, the Contractor shall strive to meet the Goal for the indicator.

3) Benchmark

   A Benchmark is the ultimate standard to be achieved. If the Contractor has already achieved or exceeded the Goal for any performance indicator, the Contractor shall strive to meet the Benchmark for the indicator. If the Contractor has achieved the Benchmark, the Contractor is expected to maintain this level of performance for future years.

b. If the Contractor does not show demonstrable and sustained improvement toward meeting ADHS established Performance Standards, ADHS shall notify the Contractor to develop a corrective action plan. The corrective action plan shall be received by ADHS within thirty (30) days after notification to Contractor. This plan shall be approved by ADHS prior to implementation. ADHS may conduct one or more follow-up onsite reviews or other audit processes to verify compliance with a corrective action plan. Failure to achieve adequate improvement following the implementation of the corrective action plan may result in sanctions imposed by ADHS.

c. The Contractor shall require a corrective action from any provider subcontractor not showing demonstrable and sustained improvement toward meeting ADHS established or approved Minimum Performance Standards.

d. The Contractor shall require a corrective action plan from, and may impose sanctions on, any provider subcontractor when:

   1) The provider subcontractor does not achieve the minimum standard for any indicator;
   2) The provider subcontractor's performance for any indicator declines to a level below the ADHS established or approved Minimum Performance Standard;
   3) There is a statistically significant drop in the provider subcontractor's performance on any indicator without a justifiable explanation.

e. The following table identifies the Minimum Performance Standards, Goals and Benchmarks for each required aspect of performance:

ADHS MINIMUM PERFORMANCE STANDARDS

Aspect of Performance	How Measured	Minimum Performance Standard	Goal	Benchmark
QUARTERLY				
Access to care/Appointment Availability for emergency, routine assessments, and routine appointments (medication and other): Appointments are available to individuals referred for/requesting services within the contractually required timelines (emergency/urgent within 24 hours of referral; routine assessments within 7 days of referral; and routine appointments for ongoing services within 23 days of initial assessment).	Review of contractor, subcontractors and/or provider logs for emergency and referral to routine assessments. Claim reports for initial assessment to first service	85%	90%	95%
ANNUALLY				
Coordination of care with AHCCCS Health Plans/PCPs: The disposition of the referral is communicated to the PCP/Health Plan, within thirty (30) days of initial assessment. If a member declines behavioral health services, the Contractor shall ensure communication of the final disposition to the referral source within thirty (30) days of referral. Behavioral health service providers communicate with and attempt to coordinate care with the member's acute health plan's PCP in compliance with ADHS/DBHS Policies and Procedures Manual.	ICR	75%	80%	90%
Sufficiency of assessments: Assessments are sufficiently comprehensive for the development of functional treatment recommendations.	ICR	85%	90%	95%
Member/family involvement: Staff actively engages members/families in the treatment planning process.	ICR	85%	90%	95%
Cultural competency: Members'/families' cultural preferences are assessed and included in the development of treatment plans.	Behavioral Health Recipient Satisfaction Survey	70%	80%	95%
Appropriateness of services: The types and intensity of services, including case management, are provided based on the member's assessment and treatment recommendations.	ICR	85%	90%	95%
Informed consent for psychotropic medications: Members and/or parents/guardians are informed about and give consent for prescribed medications.	ICR	80%	90%	95%
Quality clinical outcomes: There is evidence of positive clinical outcomes for members receiving behavioral health services.	ICR	80%	82%	85%

3. ADHS Quality Improvement Activities

a. The Contractor shall participate in the following ADHS quality improvement activities:

1) Independent Case Review (ICR)

The Contractor shall make available records and other documentation, and ensure provider subcontractor's participation in, and cooperation with, the Independent Case Review. The Contractor shall participate in the performance improvement process and use findings from the ICR to improve care for behavioral health recipients.

2) Behavioral Health Recipient Satisfaction Survey

The Contractor and its provider subcontractors, as applicable, shall actively participate in the development and implementation of the biennial satisfaction survey. The Contractor shall use findings from the Satisfaction Survey to improve care for behavioral health recipients.

3) Performance Improvement Projects

The Contractor and its provider subcontractors, as applicable, shall actively participate in Performance Improvement Projects. This includes implementation of improvement activities targeted to improve the quality of care provided to behavioral health recipients.

4. Utilization Management

a. The Contractor shall comply with Chapter 1000 of the AHCCCS Medical Policy Manual (AMPM), the ADHS/DBHS Policies and Procedures Manual and the ADHS/DBHS Provider Manual. The Contractor shall also ensure that hospitals, mental hospitals and inpatient psychiatric facilities (acute, subacute, and residential treatment centers) comply with federal requirements regarding medical care evaluation studies as prescribed in 42 CFR, Parts 441 and 456.

The Contractor shall actively monitor provider subcontractors' utilization management activities based upon the data provided by ADHS to ensure compliance with federal regulations, AHCCCCS and ADHS requirements related to its utilization management plan. . The Contractor and its provider subcontractors shall incorporate the ADHS definition of medically necessary covered behavioral health services into Contractor documents where applicable.

b. ADHS shall monitor over and under utilization services for Level I and Level II for children facilities. The Contractor shall have processes that monitor for under and over utilization of all other services. The Contractor shall review utilization data provided by ADHS to evaluate that services are being provided in a manner that is consistent with the Arizona Children's Vision and Principles and Principles for Persons with a Serious Mental Illness. The Contractor shall have personnel who have knowledge and ability to extract utilization data and have the ability to analyze and interpret if there is under utilization, over utilization and if utilization is consistent with the Arizona Children's Vision and Principles and Principles for Persons with a Serious Mental Illness.

c. The Contractor shall ensure that there are processes to track and monitor cumulative service utilization across providers and ensure Title XIX and Title XXI reimbursement is not made beyond the following service limitations:

1) Title XIX and Title XXI behavioral health recipients age 21 through 64 receiving services in an Institution for Mental Disease does not exceed thirty (30) days per admission or sixty (60) days per Agreement year.

2) Title XIX and Title XXI behavioral health recipients receiving respite services does not exceed 720 hours per Agreement year.

d. The Contractor shall provide subcontractors with technical assistance regarding utilization management.

e. The Contractor shall maintain a risk management program and ensure that appropriate action is taken as needed. The Contractor shall use information obtained to improve the quality of care.

f. Reserved

g. The Contractor shall actively monitor and analyze utilization and cost data for covered services, including case management, by provider and program type from data provided by ADHS..

5. Quality Management and Utilization Management Reporting

The Contractor shall submit the following quality management and utilization management deliverables in accordance with requirements outlined in the ADHS/DBHS Policies and Procedures Manual, ADHS/DBHS Quality Management Utilization Management Plan and timeframes outlined in Exhibit A - Contractor Periodic and Ad Hoc Reporting Requirements. The Contractor shall be responsible for the monitoring and reporting of quality management and utilization management data, and performance improvement activities by their service area..

a. Quality Management and Utilization Management Plan

The Contractor shall submit an annual Quality Management and Utilization Management Plan. The Plan(s) shall include requirements from AHCCCS Medical Policy Manual Chapter 900, Quality Management and Quality Improvement Program; Chapter 1000, Utilization Management; the ADHS/DBHS Quality Management Utilization Management Plan; and this Agreement. The Plan(s) shall be submitted to ADHS by November 30 of each Agreement year.

b. Showing Report

ADHS shall complete the Quarterly Showing Report, which is a report that demonstrates compliance with federal requirements related to certification of need and re-certification of need for Level I behavioral health services, according to ADHS/DBHS Policies and Procedures Manual on Showing Reports. The Contractor's Director or Chief Medical Officer shall attest in writing that the information is accurate and complete. The Showing Report is due to ADHS no later than ten (10) days after the end of the quarter.

c. Medical Care Evaluation (MCE) Studies

The Contractor shall, in collaboration with ADHS, ensure that Subcontracted Level I facilities conduct MCE Studies in accordance with 42 CFR, Part 456, Subpart C and D and ADHS/DBHS Policies and Procedures Manual on Medical Care Evaluation Studies. The Contractor shall, in collaboration with ADHS, ensure that MCE Studies undertaken by Level I Subcontractors are completed, analyzed, and utilized to improve care.

d. Reports of Incidents, Accidents, and Deaths

The Contractor and its provider subcontractors, as applicable, shall report incidents, accidents, and deaths according to ADHS/DBHS Policies and Procedures Manual on Reports of Incidents, Accidents, and Deaths.

e. Reporting and Monitoring the Use of Seclusion and Restraint

The Contractor and Level I provider subcontractors, as applicable, shall report all incidents of seclusion and restraint according to ADHS/DBHS Policies and Procedures Manual on Reporting and Monitoring the use of Seclusion and Restraint.

f. Annual Trending Analysis of Incidents, Accidents and Deaths

The Contractor shall submit an Annual Trending of Incidents, Accidents, and Deaths Report in a format approved by ADHS.

g. Pharmacy Data Report - Reserved

L. COMPLAINTS, SMI GRIEVANCES, MEMBER APPEALS, AND PROVIDER APPEALS

1. General

a. The Contractor shall provide the appropriate personnel to establish, implement and maintain the necessary functions of the complaint process for enrolled persons. The goal of this process is to provide persons seeking or receiving behavioral health services access to a complaint process that fairly and efficiently resolves identified issues. The Contractor shall attempt to resolve issues through the complaint process whenever possible; however, the Contractor shall not prohibit or interfere with an enrolled person's or a provider's right to use the SMI grievance, member appeal, and provider claims dispute processes.

b. ADHS shall provide the appropriate personnel to establish, implement and maintain the necessary functions of the SMI grievance, member appeal, and provider claims dispute processes. The Contractor shall comply with the SMI grievance, member appeal, and provider claims disputes requirements in the ADHS Provider Manual and ADHS/DBHS Policies and Procedures Manual. The Contractor shall forward all SMI grievances or, member appeals filed by eligible or enrolled persons or claims disputes filed by subcontracted providers to the ADHS/DBHS Office of Grievance and Appeals within one (1) working day of receipt.

c. The ADHS, when necessary to comply with the terms of this Agreement, may upon review of any complaint, SMI grievance, member appeal, or provider claims dispute require the Contractor to carry out ADHS determined actions pending the formal resolution of the complaint, SMI grievance, member appeal, or provider claims dispute.

2. Complaints

The Contractor shall develop and implement written internal procedures that guide the informal dispute resolution process including timeframes for resolution. These procedures shall comply with the ADHS/DBHS Provider Manual, ADHS/DBHS Policies and Procedures Manual, and 42 CFR 438.1 et seq. .

3. SMI Grievances and Member Appeals

The Contractor shall assist ADHS in processing SMI Grievances and member appeals by ensuring its staff and contracted provider's staff comply with procedural requirements described in the ADHS/DBHS Provider Manual and the ADHS/DBHS Policies and Procedures Manual, including, but not limited to, the provision of required notices to persons with a serious mental illness, participating in an investigation, providing requested documents, participating in informal conferences or administrative hearings, as necessary. ADHS shall work collaboratively with the Contractor in identifying any actions to be taken resulting from an SMI Grievance or member appeal.

4. Provider Claims Disputes

a. The Contractor shall assist ADHS in processing Provider Claims Disputes by ensuring its staff and contracted provider's staff comply with procedural requirements described in the ADHS/DBHS Provider Manual and the ADHS/DBHS Policies and Procedures Manual, including, but not limited to, providing requested information and documents and participating in administrative hearings, as necessary. To the extent a decision made in response to a Provider Claims Dispute identifies the Contractor as financially responsible, ADHS shall work collaboratively with the Contractor to reach consensus prior to the written decision being issued.

M. DATA REQUIREMENTS

1. Claims Submissions

a. The Contractor shall submit claims to AHCCCS in accordance with the ADHS/DBHS Program Support Procedures Manual, ADHS/DBHS Provider Manual, and the Financial Reporting Guide for Regional Behavioral Health Authorities. The Contractor shall meet all timeliness requirements of submitting claims as outlined in the ADHS/DBHS Program Support Procedures Manual. The Contractor shall meet all claims submission requirements including timeliness of claims or be subject to financial sanction.

b. The Contractor shall require subcontracted providers to submit claims for every service rendered to a client in accordance with claims submission requirements outlined in the ADHS/DBHS Provider Manual and the AHCCCS Fee-for-Services Manual.

c The Contractor shall participate in data validations studies in accordance with Terms and Conditions Paragraph G. Compliance Provisions and the ADHS/DBHS Program Support Procedures Manual.

2. Enrollment and Demographic Data Submission

a. The Contractor shall submit enrollment and demographic data per the CIS File Layout and Specifications Manual, the ADHS/DBHS Provider Manual and the ADHS/DBHS Program Support Procedures Manual.

b. The Contractor shall meet all enrollment and data submission requirements outlined in the CIS File Layout and Specifications Manual and the ADHS/DBHS Provider Manual or be subject to sanctions.

3. Grievance and Appeals Data Submission - Reserved

4. Eligibility Inquiries

The Contractor shall use electronic processes to access Title XIX/XXI eligibility information as outlined in the ADHS/DBHS Provider Manual including web based inquiries. The Contractor can access and utilize the AHCCCS Prepaid Medical Management Information System (PMMIS) to determine Title XIX and Title XXI eligibility and AHCCCS Health Plan enrollment information. The Contractor shall identify staff that will utilize the PMMIS system and obtain log-on clearance by contacting and requesting such through the ADHS/DBHS Office of Program Support. ADHS/DBHS Office of Program Support shall provide the Contractor technical assistance and training regarding the use and interpretation of the PMMIS data screens.

5. RESERVED

6. Ad Hoc Requests

The Contractor shall respond to any ad hoc submission, processing or review requests from ADHS. ADHS shall provide at least a thirty (30) day notification for any ad hoc electronic data requests.

N. CORPORATE COMPLIANCE

Contractor is responsible for complying with ADHS/DBHS Program Support Procedures Manual, which outlines the Contractor's requirements for a Corporate Compliance Program pertaining to fraud and abuse. The Contractor shall ensure that subcontractors work in collaboration with ADHS to comply with the Corporate Compliance Program. Failure to comply may result in the penalty described in A.R.S. §13-2310.

O. PREVENTION PROGRAMS

1. The Contractor shall develop and implement primary prevention services in accordance with ADHS/DBHS Covered Behavioral Health Services Guide and ADHS/DBHS Prevention Framework for Behavioral Health. Prevention services shall be provided for non-enrolled persons, their families and communities to reduce the risk of development or emergence of behavioral health disorders and to improve overall behavioral health status in targeted families and communities.

2. DHS has established a process for focusing behavioral health prevention services on key target populations and areas. The Contractor shall target prevention strategies on the prevention of substance abuse, child abuse and suicide based on the following:

    a. Provide services based on identified risk factors;
    b. Address communities and neighborhoods with high proportion of low income persons.

3. The Contractor shall submit an annual report describing the Contractor's prevention program and prevention activities in a format outlined in the ADHS/DBHS Prevention Framework for Behavioral Health.

P. RESERVED

Q. FINANCIAL MANAGEMENT

The Contractor shall ensure that it has a system to produce complete, timely, reliable and accurate financial records in accordance with the following agreement requirements for financial reporting;

a. The Contractor shall design and implement its financial operations system to ensure compliance with Generally Accepted Accounting Principles.

b. The Contractor is required to submit audited Financial Statements prepared in accordance with OMB Circular A-133 for The Gila River Health Care Corporation within nine (9) months after the Contractor's fiscal year.

c. The Contractor shall file a quarterly report detailing the Title XIX and non-Title XIX Services and Administrative Income and Expenses.

Requests for extension of reporting deadlines shall be submitted in writing and must be received by ADHS prior to the report due date. Approvals for extension are valid only if issued in writing by ADHS.

TERMS AND CONDITIONS
GILA RIVER IGA

Terms and Conditions

A. STANDARD PROVISIONS

1. Term of Agreement

The term of this Agreement shall commence on the date signed by the Secretary of State and shall remain in effect for a period of three (3) years, beginning July 1, 2005 and ending June 30, 2008, unless terminated, canceled, renewed or extended as otherwise provided herein.

2. Agreement Extension

The Contractor agrees that ADHS and the Contractor shall have the right to renew the Agreement annually for up to two (2) one year periods or a portion thereof. In the event that this right is exercised, all terms, conditions and provisions of the original Agreement shall remain the same and apply during the renewal period unless modified through an amendment.

3. RESERVED

4. Amendments

ADHS and the Contractor may re-negotiate any provision(s) of this Agreement. Any change to this Agreement shall be carried out in accordance with the following: A written amendment signed by both parties to this Agreement shall be required whenever there is a change in a reimbursement rate negotiated by ADHS and the Contractor; whenever there is a change in services provided under this Agreement, the service provision methodology or the level of service as defined in the Scope of Work; or for any other change in the terms and conditions in this Agreement which ADHS reasonably deems substantial. When ADHS issues an amendment to modify the Agreement, the provisions of such amendment shall be deemed to have been accepted sixty (60) days after the date of certified mailing by ADHS, even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies ADHS in writing that it refuses to sign the amendment. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Agreement, the Contractor may assert its right to an adjustment in compensation paid under the Agreement. The Contractor shall assert its right to such adjustment within thirty (30) days from the date of receipt of the change notice. Any dispute or disagreement caused by notice of amendment and the Contractor's notification to ADHS of its refusal to sign such amendment shall constitute a dispute within the meaning of Paragraph H, Disputes, and shall be administered accordingly.

5. Definition of Terms

All the definitions contained in the agreement are placed at the end of this document.

6. Computation of Time

Unless a provision of this Agreement or Documents Incorporated by Reference explicitly states otherwise, periods of time referred to in this Agreement shall be computed as follows:

a. The period of time shall not include the day of the act, event or default from which the designated period of time begins to run.

b. The period of time shall include each day after the day of the act, event or default from which the designated period of time begins to run.

c. If the period of time prescribed or allowed is less than eleven (11) days, the period of time shall not include intermediate Saturdays, Sundays and legal holidays.

d. If the period of time is eleven (11) days or more, the period of time shall include intermediate Saturdays, Sundays, and legal holidays.

e. If the last day of the period of time is not a Saturday, Sunday or legal holiday, the period of time shall include the last day of the period of time.

f. If the last day of the period of time is a Saturday, Sunday, or legal holiday, the period of time shall extend until the end of the next day that is not a Saturday, Sunday or legal holiday.

7. Assignments **and Delegation**.

The Contractor shall not assign any right nor delegate, other than a division or wholly owned subsidiary of the Contractor, any duty under this Agreement without the prior written approval of ADHS. ADHS shall not unreasonably withhold its approval of Contractor's request.

B. SUPPORTING DOCUMENTS

1. Subjection of ADHS Contract with AHCCCS

The terms of this Agreement shall be subject to the applicable material terms and conditions of the contract existing between ADHS and AHCCCS for the provision of Title XIX and Title XXI covered behavioral health services.

2. Documents Incorporated by Reference

a. Document Listing

The following documents, and any subsequent amendments, modifications, and supplements to these documents adopted by ADHS or AHCCCS (as applicable) during the Contract period, are incorporated and made a part of this Agreement by reference:

1) ADHS/DBHS Covered Behavioral Health Services Guide

2) ADHS/DBHS Provider Manual

3) ADHS/DBHS Policies and Procedures Manual

4) ADHS/DBHS Program Support Procedures Manual

5) Client Information System (CIS) File Layout and Specifications Manual

6) ADHS Accounting and Auditing Procedures Manual

7) Financial Reporting Guide for Regional Behavioral Health Authorities

8) ADHS/DBHS Quality Management Utilization Management (QM/UM) Plan

9) ADHS/DBHS Prevention Framework for Behavioral Health

10) AHCCCS Medical Policy Manual (AMPM) - Chapters 900 and 1000

11) ADHS/DBHS Strategic Plan

13) ADHS/DBHS Cultural Competence Plan

14) ADHS/DBHS Clinical Guidance Documents

15) Title XIX Children's Behavioral Health Annual Action Plan

16) AHCCCS Fee-for-Service Manual

17) Balanced Budget Act of 1997 (BBA)

18) Arizona Administrative Code Title 9, Chapter 20
ADHS rules for the licensing of behavioral health agencies.

19) Arizona Administrative Code Title 9, Chapter 21
ADHS rules for service delivery for persons with a serious mental illness.

20) Arizona Administrative Code Title 9, Chapter 22
AHCCCS rules for the Title XIX acute program.

21) Arizona Administrative Code Title 9, Chapter 31
AHCCCS rules for the Title XXI program.

b. Revisions to Documents Incorporated by Reference

1) Contractor shall comply with the terms, conditions, and requirements of these documents, as amended/revised from time to time, consistent with State and Federal law and the Contract Order of Precedence as outlined in the Terms and Conditions, as if the terms and conditions of the documents had been fully set forth in this contract.

2) ADHS and Contractor acknowledge that the behavioral health system is constantly changing and evolving to reflect new and innovative approaches to treatment, and the delivery and management of behavioral health services. The common goal of ADHS and Contractor is to develop and apply new and innovative strategies to better serve behavioral health recipients. As a result, ADHS, from time to time, may revise and update the above stated documents to allow for the orderly implementation of changes to the behavioral health system.

3) ADHS will notify the Contractor when changes will be made to the Documents Incorporated by Reference. The Contractor shall have thirty (30) days to notify ADHS if it has any disagreement with the new provisions.

3. Other Documents

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This section contains references to documents that guide the development of the behavioral health system requirements. From time to time these documents may be amended. If any such amendments result, there may be changes to this contract or documents incorporated by reference in accordance with Terms and Conditions Paragraph A.6. or B.2. as applicable.

a. Administrative Rules

1) Arizona Administrative Code Title 2, Chapter 19
Administrative hearing rules.

2) Arizona Administrative Code Title 9, Chapter 28
AHCCCS rules for the Title XIX DDD ALTCS program.

3) Arizona Administrative Code Title 9, Chapter 34
AHCCCS rules for the grievance system.

b. Legal Document

JK vs. Eden Settlement Agreement

c. Federal Block Grants

1) Community Mental Health Services Performance Partnership Program pursuant to Division B, Title XXXII, Section 3204 of the Children's Health Act of 2000 (CMHS).

2) Substance Abuse Prevention and Treatment Performance Partnership Program pursuant to Division B, Title XXXIII, Section 3303 of the Children's Health Act of 2000 and pursuant to Section 1921-1954 of the Public Health Service Act and 45 CFR Part 96 Interim Final Rules (SAPT).

d. Intergovernmental Agreements, Interagency Service Agreements and Memorandums of Understanding.

1) Intergovernmental Agreements

a) Intergovernmental Agreement between ADHS and the Arizona Department of Economic Security/Division of Children, Youth and Families (DCYF)
b) Intergovernmental Agreement between ADHS and the Arizona Department of Economic Security/Division of Developmental Disabilities (DDD)
c) Intergovernmental Agreement between ADHS and the Arizona Department of Economic Security (ADES)-Joint Substance Abuse Treatment Fund (Expires June 30, 2005 but may be extended.)
d) Intergovernmental Agreement between ADHS and Pima County

2) Interagency Service Agreements

a) Interagency Service Agreement between ADHS and the Arizona Administrative Office of the Courts (AOC)
b) Interagency Service Agreement between ADHS and the Arizona Department of Economic Security/Rehabilitation Services Administration (ADES/RSA)
c) Interagency Service Agreement between ADHS and the Arizona Department of Juvenile Corrections (ADJC)

d) Interagency Service Agreement between ADHS and the Arizona Department of Corrections-Correctional Officer/Offender Liaison (COOL) Program
e.) Interagency Service Agreement between ADHS and the Arizona Department of Housing

3) Memorandum of Understanding

Memorandum of Understanding between ADHS and the Arizona Department of Economic Security, Arizona Health Care Cost Containment System, Arizona Department of Education, Arizona Department of Juvenile Corrections and Administrative Office of the Arizona Supreme Court (Children's Executive Memorandum of Understanding).

e. Other

1) State Plan – AHCCCS State Plan with Center for Medicare and Medicaid Services (CMS)

2) AHCCCS Medical Policy Manual

C. ADMINISTRATION PROVISIONS

1. Key Personnel and Staff Requirements

It is essential that Contractor have sufficient number of personnel, capable of and devoted to the successful accomplishment of work to be performed under this Agreement. The Contractor shall ensure that all staff have appropriate training, education, experience, orientation and credentialing, as applicable, to fulfill the requirements of their positions.

a. Key Personnel

The Contractor shall assign specific individuals to the following key positions:

1) Director, who has ultimate responsibility to oversee the management of, and adherence to, requirements set forth in this Agreement.

2) Chief Medical Officer, who is an Arizona-licensed physician, board-certified in psychiatry, and shall be actively involved in all major clinical programs and QM/UM components, and shall ensure timely medical decisions.

The Contractor agrees that, once assigned to work under this Agreement, key personnel shall not be removed or replaced without prior written notice to ADHS. If key personnel are not available for work under this Agreement for a continuous period exceeding thirty (30) days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall notify ADHS within seven (7) days, and shall, subject to the concurrence of ADHS, replace the personnel with other personnel of substantially equal ability and qualifications.

b. Staff Requirements

The Contractor shall maintain organizational, managerial and administrative systems and staff capable of fulfilling all Agreement requirements. In addition to

the required key personnel listed in Section C.1.a. above, at a minimum, the Contractor shall employ, contract with or assign staff to fulfill these identified functions:

1) Clinical Operations Administrator, who is responsible for clinical program development and oversight of personnel and services to children/adolescents, adults with serious mental illness, adults with substance use disorders and adults with general mental health conditions. Additionally, the Clinical Operations Administrator shall oversee vocational/employment, housing, and prevention services.

2) Child Welfare Expert, who is an expert in the requirements of the Arizona Child Welfare system and the special needs of children taken into the care and custody of ADES/CPS and special needs of children adopted through the state. This expert shall assist the Contractor in designing, implementing, and adjusting the behavioral health delivery system operations to ensure the needs of children in the child welfare system are met.

3) Financial Manager, who is responsible for accurate and timely submission of financial reporting requirements.

4) Training Administrator, who develops and implements training for staff, who provide or coordinate services to enrolled persons.

5) Quality Management Administrator, who is responsible for oversight of the quality management requirements of the Agreement.

6) Utilization Review Administrator, who is responsible for oversight of the utilization management requirements of the Agreement.

7) Customer Services Administrator, who coordinates communications with eligible and enrolled persons and acts as, or coordinates with, advocates, subcontracted providers and others to resolve complaints.

8) Provider Services Administrator, who develops and manages the network of providers to fulfill the requirements under this Agreement, oversees execution of service provider contracts, coordinates communications between the Contractor and its provider subcontractors, and resolves informal provider complaints.

9) Information Systems Administrator, who is responsible for oversight of the management information systems requirements of the Agreement.

10) Claims Administrator, who is responsible for the timely and accurate processing and adjudication of all claims.

11) Corporate Compliance Officer, who is responsible for oversight, administration and implementation of the Contractor's Fraud and Abuse Program.

12) Interagency Liaison, who shall be a point of contact regarding coordination of care with State and Tribal Agencies.

13) Health Plan Liaison, who shall be a point of contact regarding coordination of care with AHCCCS Health Plans.

14) Emergency Response Liaison, who shall be a point of contact regarding disaster response needs.

15) Policy Liaison, who shall be a point of coordination contact wit ADHS Policy Office.

16) AHCCCS Eligibility Liaison, who oversees the AHCCCS eligibility screening and referral requirements of this Agreement and is the primary point of contact for ADHS, AHCCCS, and DES.

17) Business Continuity and Recovery Liaison, who shall be a point of contact with ADHS regarding recovery and continuity of business functions in the event of a disaster or outage.

The Contractor shall inform ADHS in writing within seven (7) days of personnel changes in any of the staff listed in Section C. 1. b.

2. Periodic Reporting Requirements

a. The Contractor is responsible for submitting to ADHS the periodic reports detailed in Exhibit A Contractor Periodic and Ad Hoc Reporting Requirements. The submission of late, inaccurate or otherwise incomplete reports shall constitute failure to report, and the Contractor will be subject to Terms and Conditions Paragraph H. 5 Corrective Actions and Sanctions. Standards applied for determining adequacy of required reports are as follows:

1) Timeliness - Reports or other required data shall be received on or before scheduled due dates. All required reports shall be submitted and shall be received by ADHS no later than 5:00 p.m. M.S.T. on the date due. Request for extension of reporting deadlines shall be submitted in writing and shall be received by ADHS prior to the report due date.

2) Accuracy – Reports or other required data shall be prepared in strict conformity with appropriate authoritative sources.

3) Completeness – All required information shall be fully disclosed in a manner that is both responsive and pertinent to report intent with no material omissions.

b. ADHS requirements regarding reports, report content and frequency of submission of reports are subject to change and shall be amended according to Terms and Conditions, Paragraph A.6. Contract Amendments.

3. Request for Information

ADHS may, at any time during the term of the Agreement, request financial or other information from the Contractor. Upon receipt of such request for information, the Contractor shall provide complete and accurate information, as it relates to the work or services under this Agreement, as requested no later than thirty (30) days after the receipt of the request unless, otherwise specified in the request itself.

4. Records and Audit

Under A.R.S. § 35-214 and § 35-215, 45 CFR 164, the Contractor shall retain all data and other records relating to the acquisition and performance of the Agreement for a period of six (6) years after the completion of the Agreement. All records related to pending litigation shall be retained until the litigation is completed. All records shall be subject to inspection, copying and review by the State at reasonable times.

5. Dissemination of Information

Upon request, the Contractor shall assist ADHS in the dissemination of information prepared by ADHS or the Federal government, to its enrolled persons. All advertisements, publications and printed materials that are produced by the Contractor to promote behavioral health services funded by this Agreement shall state that such services are funded through an Agreement with ADHS.

6. Non-Discrimination

Where applicable to Indian tribes, the Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for the Contractor to engage in Indian preference in hiring and contracting. Where applicable to Indian tribes, the Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act; and Federal and State Executive Orders numbers 11246 and 99-4, respectively, which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. Where applicable to Indian tribes, the Contractor shall comply with the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1992, which prohibit discrimination in the employment or advancement in employment of, qualified persons because of physical or mental handicap/disability. Where applicable to Indian tribes, the Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, covered services on the basis of race, color, or national origin. Where applicable, the Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1992, which prohibit discrimination on the basis of handicap/disability, in providing, covered services. Nothing herein shall be construed as a waiver of any exemptions to which the Contractor may be entitled at law of in equity.

7. Notices

Notices required in this Agreement from ADHS to the Contractor shall be made to:

Name: Chairperson, Gila River Health Care Corporation

Address: Gila River Indian Community
P.O. Box 38
Sacaton, AZ 85247

Notices required in this Agreement from the Contractor to ADHS shall be made to:

Name: Eddy Broadway, Deputy Director

Address: Arizona Department of Health Services
Division of Behavioral Health Services
150 N. 18th Avenue, Suite 200
Phoenix Arizona, 85007-3240

8. Advertising and Promotion of Agreement

The Contractor shall not advertise or publish information for commercial benefit concerning this Agreement without notifying ADHS.

D. SUBCONTRACTING

1. Subcontracts

The Contractor shall be responsible for Agreement performance whether or not subcontracts are used. No Contractor's subcontract shall operate to terminate the responsibility of the Contractor to ensure that all activities carried out by the Subcontractor conform to the provisions of the Agreement.

Contractor shall not include covenant-not-to-compete requirements in its subcontracts. Specifically, Contractor shall not prohibit a subcontracted provider from providing services to DHS, AHCCCS or any other ADHS or AHCCCS contractor. All subcontracts shall comply with applicable provisions of Federal; State and other applicable laws, regulations and policies. Contractor and its subcontracted providers shall not knowingly contract with any individual or entity that has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. Contractor shall maintain fully executed originals of all subcontracts, which shall be accessible to ADHS within two (2) days of requested by ADHS.

a. Management Services Subcontracts

The Contractor may subcontract with qualified organizations for management services upon the prior written approval of ADHS (e.g. pharmacy benefits management, automated data processing or claims processing), which such approval shall not be unreasonably withheld.

Upon written request by ADHS, the Contractor may be required to submit a corporate cost allocation plan for the management services subcontractor and proposed management services fee agreement. ADHS reserves the right to perform a thorough review and audit of actual management fees charged and/or allocations made. If the fees or allocations actually paid out are determined to be unjustified or excessive, amounts may be subject to repayment to the Contractor and/or ADHS; financial sanctions and corrective actions may be imposed.

The Contractor shall forward copies of all management services subcontracts to the ADHS/DBHS Policy Office.

b. Subject to such conditions, any function required to be provided by the Contractor pursuant to the Agreement may be subcontracted to a qualified person or organization. All such subcontracts shall be in writing. The Contractor must enter into a subcontract with any provider the Contractor anticipates will be providing services on its behalf except in the following circumstances:

1) A provider is anticipated to provide services less than twenty five (25) times during the subcontract year;

2) A provider refuses to enter into a subcontract with the Contractor, in which case the Contractor shall submit documentation of such refusal to ADHS within seven (7) days of its final attempt to gain such Agreement; or

3) A provider performs emergency services.

c. The Contractor may subcontract for the delivery of behavioral health services. When subcontracting with behavioral health service providers, the emphasis of the work to be performed by the behavioral health service providers shall be service delivery rather than administrative functions. The Contractor shall forward copies of sample provider subcontracts to the ADHS/DBHS Policy Office at the start of this Agreement and upon changes to providers' subcontracts. The Contractor shall maintain a fully executed original of all provider subcontracts, which shall be accessible to ADHS within two (2) working days of request by ADHS. All subcontracts shall comply with the applicable provisions of Federal and State laws, regulations and policies.

d. Each provider subcontract shall contain the following:

1) full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor;

2) identification of the name and address of the provider subcontractor;

3) identification of the population to be served by the provider subcontractor;

4) the amount, duration and scope of covered services to be provided, and for which compensation shall be paid;

5) the term of the provider subcontract including beginning and ending dates, methods of extension, termination and renegotiation;

6) the specific duties of the provider subcontractor relating to coordination of benefits and determination of third party liability;

7) a provision that the provider subcontractor agrees to identify Medicare and other third party liability coverage and to seek such Medicare or third party liability payment before submitting claims;

8) a description of the provider subcontractor's patient, medical and cost record keeping system;

9) specification that the provider subcontractor shall comply with quality assurance programs and the utilization control and review procedures specified in 42 CFR. Part 456, as implemented by the AHCCCS and ADHS;

10) a provision stating that a merger, reorganization or change in ownership or control of a subcontracted provider that is related to or affiliated with the Contractor shall require a Contract amendment and prior approval of ADHS;

11) procedures for enrollment or disenrollment or re-enrollment of the covered population;

12) a provision that the provider subcontractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage obligations which arise under this subcontract, for itself and its employees, and that the AHCCCS or ADHS shall have no responsibility or liability for any such taxes or insurance coverage;

13) a provision that the provider subcontractor shall comply with claims submission requirements as described in this Agreement;

14) a provision that emergency services do not need prior authorization and that, in utilization review, the test for appropriateness of the request for emergency services shall be whether a prudent layperson, similarly situated, would have requested such services. For purposes of this Agreement, a "prudent layperson" is defined as a person without medical training who exercises those qualities of attention, knowledge, intelligence and judgment which society requires of its members for the protection of their own interest and the interests of others. The phrase does not apply to a person's ability to reason, but rather the prudence with which he acts under a given set of circumstances; and

e. Juvenile Group Homes. The Contractor shall include the following minimum provisions as part of its provider subcontracts with group homes:

1) The group home shall provide a safe, clean and humane environment for the residents.

2) The group home is responsible for the supervision of the residents while in the group home environment or while residents are engaged in any off-site activities organized or sponsored by and under the direct supervision and control of the group home or affiliated with the group home.

3) All group home provider subcontractors located off the reservation shall be licensed by either the Department of Health Services or the Department of Economic Security.

4) The award of a group home contract from an appropriate contracting authority is not a guarantee that children will be placed at the group home.

5) A license violation by the group home that is not corrected pursuant to this section may also be considered a contract violation.

6) State agencies, Tribal Regional Behavioral Health Authorities, and Regional Behavioral Health Authorities may share information regarding group home contractors. The shared information shall not include information that personally identifies residents of group homes.

7) The following contract remedies:

a) A schedule of financial sanctions in an amount of up to five hundred dollars ($500) per violation that the contracting authority, after completing an investigation, may assess against the group home contractor for a substantiated contract violation, defined as a licensing violation or a failure of the group home to comply with those provisions of its contract relating to paragraphs 1, 2 and 3 of this section, relating to the health, care or safety of a client or the safety of a neighbor. A financial sanction may be imposed for a contract violation related to the safety of a neighbor only if the conduct that constitutes the violation would be sufficient to form the basis for a civil cause of action for damages on the part of the neighbor whether or not such a civil action has been filed. These sanctions may be imposed by either deducting the amount of the sanction from any payment due or withholding future payments. The deduction or withholding may occur after any hearing available to the contractor.

b) The contracting authority may remove residents from the group home or may suspend new placements to the group home until the contracting violation is corrected.

c) The contracting authority's right to cancel the contract.

8) Within ten (10) business days after the contracting authority receives a complaint relating to a group home the contracting authority shall notify the group home provider and either initiate an investigation or refer the investigation to the licensing authority. If any complaint concerns an immediate threat to the health and safety of a child, the complaint shall be immediately referred to the licensing authority. If the contracting authority determines that a violation has occurred, it shall:

a) notify all other contracting authorities of the violation;

b) coordinate a corrective action plan to be implemented within ninety (90) days; and

c) require the corrective action plan to be implemented within ninety (90) days.

9) If a licensing deficiency is not corrected in a timely manner to the satisfaction of the licensing authority, the contracting authority may cancel the contract immediately on notice to the group home and may remove the residents.

10) A person may bring a complaint against any state agency that violates this section pursuant to ARS 41-1001.01. In addition to any cost or fees awarded to a person resulting from a complaint of a violation of this section, the agency shall revert the sum of five thousand ($5,000) dollars from its general fund operating appropriation to the State Treasurer for deposit in the state general fund for each violation that is upheld by an administrative law judge or hearing officer. The legislature shall appropriate monies that

revert under this section for a similar program that provides direct services to children.

f. IMD Facilities. The Contractor shall include the following minimum provisions as part of its subcontract with IMD facilities (provider types B1, B3, B6, A1):

1) The IMD facility must keep track of the number of days a Title XIX or Title XXI member is in the facility and may only bill for services within the limitations of the IMD expenditure authority. The service limitations are thirty (30) days per admission, and sixty (60) days per contract year for those aged 21 through 64 for services provided in IMDs. Service limitations are cumulative across providers. For persons under 21 and over 64, there are no IMD service limitations.

2) The IMD facility must notify AHCCCS Member Services at Services (fax 602-253-4807 or telephone 602-417-4063) when a Title XIX member who is aged 21 through 64 years old has been a resident/inpatient for thirty (30) consecutive days and provide the following information:

a) Provider identification number and telephone number;
b) Recipient's name, date of birth, AHCCCS Identification number and Social Security number; and
c) Date of admission.

3) The IMD facility must provide written notification to Title XIX and Title XXI members aged 21 through 64 that their AHCCCS eligibility will end if they remain in an IMD longer than thirty (30) days per admission or sixty (60) days annually.

g. Insurance

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) for insurance coverage, SSCIP is exempt from the A.M. Best's rating requirements listed in this Agreement. If subcontracted provider chooses to use SSCIP as their insurance provider, the provider subcontract would be in full compliance with insurance requirements.

Subcontracted providers shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the subcontractor, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the subcontracted provider from liabilities that might arise out of the performance of the work under this subcontract , by the subcontractors, and the provider subcontractor is free to purchase additional insurance.

Minimum Scope and Limits of Insurance

Subcontracted Provider shall provide coverage with limits of liability not less than those stated below.

1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Legal Liability	$50,000
Each Occurrence	$1,000,000

a) The policy shall be endorsed to include coverage for sexual abuse and molestation. This coverage shall apply to any provider with responsibility for consumer interaction in person.

b) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, Department of Health Services shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

c) The Policy shall contain a waiver of subrogation against the State of Arizona, Department of Health Services for losses arising from work performed on or behalf of the Contractor.

2) Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) $1,000,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, Department of Health Services shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3) Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$1,000,000

a) The Policy shall contain a waiver of subrogation against the State of Arizona, Department of Health losses arising from work performed by or on behalf of the Contractor.

b) This requirement shall not apply to: Separately, EACH subcontractor exempt under A.R.S. §23-901, AND when such subcontractor executes the appropriate waiver (Sole

Proprietor/Independent Contractor) form.

4) Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a) In the event that the professional liability insurance required by the subcontracted provider is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of the subcontract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

b) The Policy shall contain a waiver of subrogation against the State of Arizona, Department of Health Services for losses arising from work performed by or on behalf of the Contractor.

c) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

d) Professional Liability shall include Medical Malpractice for licensed medical providers.

5) Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

a) The State of Arizona, Department of Health Services, whenever additional insured status is required such additional shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b) The subcontract insurance coverage shall be primary insurance with respect to all other available sources.

c) Coverage provided by the subcontracted provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

h. Notice of Cancellation

Each insurance policy required by the insurance provisions of this agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given.

i. Acceptability of Insurers

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is

sufficient to protect the Agreement or from potential insurer insolvency.

j. RESERVED

k. Subcontracted Providers

The Contractor shall obtain from the subcontracted provider separate certificates and endorsements for each subcontractor. The Contractor shall maintain certificates of insurance from all subcontracted providers and ensure adequate coverage is provided throughout the term of the subcontractors' agreement. All coverage for subcontracted providers shall be subject to the minimum requirements identified above.

l. RESERVED

m. Exceptions

In the event the subcontracted provider is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or subcontracted is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

E. INSURANCE COVERAGE BY THE CONTRACTOR

1. Tribal Insurance

Tribal employees, employees of Tribal social service agencies and employees of the Gila River Health Care Corporation and the Contractor are insured under the Federal Tort Claims Act. Independent contractors of the Contractor or of the Gila River Health Care Corporation are insured independently.

2. RESERVED

F. FINANCIAL PROVISIONS

1. Sources of Revenue

a. Case Management services shall be billed monthly as claims pursuant to Section III.*C.* Section F. 15. Billings below, using appropriate codes.

b. Payments shall be made by ADHS to the Contractor in compliance with A.R.S. Titles 35 and 41. Payments are conditioned upon the rights and obligations of this Agreement and the availability to ADHS of funds authorized and appropriated by the State legislature for expenditure in the manner and for the purposes stated in this Agreement. ADHS or the State shall not be liable for any purchase(s) entered into by the Contractor in anticipation of such funding.

c. Federal Financial Participation is not available for amounts expended for providers excluded by Medicare, Title XIX, or Title XXI, except for emergency services.

d. Title XIX/XXI Administrative Revenues. Subject to available funding, ADHS shall pay the Contractor Title XIX/XXI Administrative funds in twelve (12) monthly installments annually. These funds will be used to pay for the administration of the programs in this Agreement. ADHS reserves the right to re-evaluate this

schedule periodically.

e. Non Title XIX/XXI funds. The Non-Title XIX/XXI Allocation Schedule outlines the specific funding sources by program. Subject to available funding, ADHS shall pay the Tribal Contractor Non-Title XIX/XXI funds in twelve (12) monthly installments annually. These funds will be used for delivery of services for the programs outlined in ADHS Non-Title XIX/XXI Allocation Schedule to Non-Title XIX/XXI eligible populations and to provide Non-Title XIX/XXI services to Title XIX/XXI eligible persons. ADHS reserves the right to re-evaluate this schedule periodically. Non-Title XIX/XXI funds shall be paid on a monthly basis not later than the tenth (10^{th}) working day of each month.

2. Payment

a. Payments made by ADHS to the Contractor are conditioned upon receipt by ADHS of applicable timely, accurate and complete reports, documentation, claims, and any other information due from the Contractor unless written approval waiving such requirement(s) is obtained from ADHS Deputy Director. If the Contractor or Contractor is in any matter in default in the performance of any material obligation under the Agreement, or if financial, compliance or performance audit exceptions are identified, ADHS may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. The Contractor shall have the right to thirty (30) days written notice of ADHS' action in adjusting the amount of payment or withholding payment. Under no circumstances shall ADHS authorize payments that exceed an amount specified in the Agreement without an approved written amendment to the Agreement. ADHS may, at its option, withhold final payment to the Contractor until all final reports and deliverables are received.

b. The practices, procedures and standards specified in and required by the *Accounting and Auditing Procedures Manual for Arizona Department of Health Services Funded Programs* and any uniform financial reporting requirements, as applicable to this Agreement, shall be used by the Contractor in the management, recording and reporting of Agreement funds by ADHS when performing an Agreement audit.

c. Funding received through this Agreement shall be retained by the Contractor to be used for covered behavioral health services. All funding received under this Agreement, must be maintained in a separate fund (account). The Contractor should provide ADHS with a quarterly report detailing all activities in this fund (account). Any funds remaining subsequent to fiscal year end shall be used in accordance with this Agreement within sixty (60) days. For funds not expended within sixty (60) days after fiscal year end, the Contractor shall present a plan for ADHS' approval describing its plan to utilize remaining funds within 180 days of fiscal year end.

3. RESERVED

4. Funding Withholds and Recoupments

The Contractor shall reimburse ADHS upon request, or ADHS may deduct from future payments to the Contractor, any amounts determined by ADHS to represent:

a. Costs related to Agreement services which have been inaccurately reported by the Contractor;
b. Costs related to Agreement services which have not been provided;
c. Costs of Agreement services for which the Contractor's books, records, and other documents are not sufficient to clearly confirm were used by the Contractor to provide Agreement services;
d. Costs of Agreement services sustained as a financial audit exception;
e. Costs of services which have not been provided in accordance with applicable regulations, laws, policies and this Agreement, to include services which ADHS or AHCCCS has determined not medically necessary; or
f. Payments recouped from ADHS by AHCCCS or the Federal Government as they relate to funds disbursed related to this Agreement

5. RESERVED

6. Availability of Funds

Payments made by ADHS to the Contractor pursuant to the Agreement are conditioned upon the availability to ADHS of funds authorized for expenditure in the manner and for the purposes provided herein. Neither ADHS nor the Contractor shall be liable for any purchases in anticipation of funding.

7. RESERVED

8. Capitalization requirements -

The Contractor shall maintain financial stability. ADHS will verify financial stability through the Gila River Contractor's OMB Circular A-133 Audit Reports.

9. RESERVED

10. Management of Block Grant Funds

The Contractor in the management, recording and reporting of Federal Block Grant funds, shall use the practices, procedures and standards specified in and required by the ADHS Accounting and Auditing Procedures Manual. The Contractor shall use the Financial Reporting Guide for Regional Behavioral Health Authorities in reporting financial information pertaining to Federal Block Grants.

The Contractor shall comply with all terms, conditions and requirements of the CMHS and SAPT Block Grants (Children's Health Act of 2000, P.L. 106-310 Part B of Title XIX of the Public Health Service Act [42 U.S.C. 300 x et seq.]. Financial, performance, and program data subject to audit, shall be retained by the Contractor and shall be made available at the request of ADHS as documentation of compliance with federal requirements.

a. Authorized Activities

CMHS Block Grant: The Contractor is authorized to expend funds for services for adults with serious mental illnesses and children with serious emotional disturbances.

b. General Requirements

The Contractor shall:

1) Establish fiscal controls consistent with authorized activities of the Performance Partnership Grants and this Agreement, including the ADHS/DBHS Provider Manual, the ADHS/DBHS Prevention Framework for Behavioral Health and ADHS accounting, auditing and financial reporting procedures;

2) Ensure that funds are accounted for in a manner that permits separate reporting of mental health and substance abuse grant funds and services;

3) Upon request, provide ADHS with information relative to block grant expenditures.

11. Service Prioritization for Non-Title XIX/XXI Funding

Funding resources are limited for Non-Title XIX/XXI programs. The Contractor shall ensure that the funding for services shall be applied consistently. The Contractor shall also manage Non-Title XIX/XXI funding to ensure that services are continuously provided throughout the Agreement year. Service provision for persons with serious mental illness shall comply with A.A.C., Title 9, and Chapter 21.

a. The Contractor shall submit an Annual Non-Title XIX/XXI Service Prioritization by March 1st of each Agreement year. The Plan is subject to approval by ADHS. When establishing service priorities, the Contractor shall take into consideration, at a minimum, risk, acuity, continuity of care, level of functioning, capacity to benefit, crisis services, Federal Block Grant requirements, and other state priorities that may be established from time to time.

b. Behavioral health recipients may not file appeals on the established service priorities delineated in the Contractor 's Annual Non-Title XIX/XXI Service Prioritization Plan; however, they may appeal how the service priorities were applied.

12. RESERVED

13. RESERVED

14. Federal Funds*:*

All transfers involving Federal funds shall be in accordance with the Federal Funds Transfers, Cash Management Improvement Act of 1990 and any rules or regulations promulgated by the United States Department of the Treasury there under (Rule 31 CFR. Part 205).

15. Billings:

Claims should submit claims to AHCCCS in accordance with the AHCCCS Fee For Service Manual, and the ADHS/DBHS Provider Manual.

16. Review/Denial**:**

Each billing by the Contractor shall be subject to denial in the event and to the extent such billing is incomplete, does not conform to the applicable service authorization or to the Agreement, or is otherwise incorrect. AHCCCS or the fiscal agent shall return any denied billing to the Contractor with an explanation for the denial, which includes a notice

of the right to appeal the denial. Nothing shall prevent a Contractor from re-submitting a denied billing at a later date. Specific timeframes are outlined in the ADHS/DBHS Provider Manual Gila River Nation Clinical Operations Manual and the AHCCCS Fee For Service Manual.

17. Provisional Nature of Payments**:**

All payments to the Contractor shall be provisional and shall be subject to review and audit for their conformity with requirements in the ADHS/DBHS Program Support Procedures Manual, the ADHS/DBHS Provider Manual, the AHCCCS Fee For Service Manual.

18. Health Insurance Portability and Accountability ACT (HIPAA):

Where applicable, the Contractor shall comply with the Administrative Simplification requirements of Subpart F of the HIPAA of 1996 (Public Law 107-191, 110 Statutes 1936) and all Federal regulations implementing the Subparts that are applicable to the operations of the Contractor by the dates required by the implementing federal regulations

G. COMPLIANCE PROVISIONS

1. Audits, Surveys, Inspections, and Reviews

The Contractor and its subcontracted providers shall comply with all applicable Federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this Agreement without limitation to those designated within this agreement.

The Contractor and its subcontracted providers shall comply with all applicable AHCCCS Rules and Audit Guide, policies and procedures relating to the audit of Agreement's records, medical audit protocols the inspections of the Contractors facilities, the survey of behavioral health recipients and providers and reviews.

At any time during the term of this Agreement, the Contractor shall full cooperate with ADHS, AHCCCS, the U.S. Department of Health and Human Services, the U.S. Office of Civil Rights, The Center for Medicaid and Medicare Services or any authorized representative of the State or Federal governments and allow them access with reasonable notice to the Contractor in the scope of this Agreement:

a. Audits

Audits may be conducted periodically to determine Contractor and subcontracted providers' compliance with all applicable state and federal codes, rules, regulations and requirements. These audits include, but are not limited to, the following:

1) Data Validation Study

The Contractor and its subcontracted providers shall participate in the required Center for Medicaid and Medicare Services (CMS) data validation studies conducted by AHCCCS and other validation studies as may be required by ADHS. Any and all covered services may be validated as part of the studies data validation studies.

Per CMS requirement, AHCCCS conducts data validation studies of the Title XIX and XXI submissions sent to AHCCCS from the Contractor via ADHS and compares this to the information in the medical or other record to assess for timeliness, correctness and omissions of data. The ADHS/DBHS Office of Program Support Procedure Manual contains specifications regarding this data validation study. AHCCCS has reserved the right to revise the study methodology, timelines, and sanction amounts based on its review or as a result of consultations with CMS. The Contractor shall be notified in writing of any significant change in study methodology.

All sanctions imposed as a result of data validation studies to ADHS from AHCCCS shall be passed on to the Contractor according to Paragraph J of the Terms and Conditions J.4 Corrective Actions and Sanctions. ADHS shall notify Contractor in writing of the sanction amounts.

b. Surveys

1) Behavioral Health Recipient Satisfaction Survey

The Contractor and its subcontracted providers, as applicable, shall actively participate in the development and implementation of the behavioral health recipient biennial satisfaction survey. Participation may include, but is not limited to, attending planning meeting and assisting with the distribution of surveys to behavioral health recipients. The Contractor shall use findings from the Satisfaction Survey to improve care for behavioral health recipients.

c. Inspections

1) Inspections of service delivery sites

The Contractor and subcontracted providers shall allow an authorized representative of the state or federal or Gila River Indian Community government access to inspect any service delivery site for the purpose of determining the quality and safety of services being delivered which is directly related to this Agreement. This shall be conducted at reasonable times unless the situation warrants otherwise.

d. Reviews

1) Annual Administrative Review

ADHS shall conduct an Annual Administrative Review of the Contractor for the purpose of ensuring operational and financial program compliance for all programs, including but not limited to the following:

a) compliance with applicable state, federal and contractual requirements
b) a review of clinical and business practices and policies
c) a review of financial reporting systems
d) the quality outcomes, timeliness, and access to healthcare services, and
e) any other operational and program areas identified by ADHS

The reviews shall be conducted to identify areas where improvements can be made and make recommendations accordingly, monitor the Contractor's

progress toward implementing mandated programs and corrective action plans, and provide the Contractor with technical assistance if necessary.

The type and duration of the Administrative Review shall be solely at the discretion of ADHS. In preparation for the on-site Administrative Review, the Contractor shall fully cooperate with the ADHS Review Team by forwarding, in advance, policies, procedures, job descriptions, contracts, logs, and other information that ADHS may request. The Contractor shall have all requested medical records available. Any documents not requested in advance by ADHS shall be made available upon request of the Review Team during the course of the review. Tribal personnel, as identified in advance, shall be available to the Review Team at all times during ADHS on-site review activities. While on-site, the Contractor shall provide the Review Team with workspace, access to a telephone, electrical outlets and privacy for conferences.

The Contractor shall be furnished a copy of the Administrative Review Report and given an opportunity to comment on any review findings prior to ADHS publishing the final report. Recommendations made by the Review Team shall be implemented by the Contractor to bring the Contractor into compliance with Federal, State, AHCCCS, ADHS, and/or Agreement requirements. ADHS may conduct follow up Administrative Reviews to determine the Contractor's progress in implementing recommendations and achieving program compliance. Follow - up reviews may be conducted at any time after the initial Administrative Review. The Contractor shall submit the Status of Administrative Review Corrective Actions Report by June 15th of each year to the Office for Compliance.

2) AHCCCS Operational and Financial Reviews of ADHS

The Contractor and its subcontracted providers shall comply with these Reviews and participate as required in the AHCCCS/ADHS Agreement in accordance with CMS requirements for the purpose of, but not limited to, ensuring operational and financial program compliance for Title XIX and Title XXI programs. The reviews identify areas where improvements can be made and make recommendations accordingly, monitor ADHS and the Contractor's progress toward implementing mandated programs and provide ADHS with technical assistance if necessary. The Contractor and its subcontracted providers shall comply with all audit provisions as required by AHCCCS.

3) Independent Case Review (ICR)

The Contractor shall make available records and other documentation, and ensure subcontracted providers participation in, and cooperation with, the ICR. This may include participation in staff interviews and facilitation of behavioral health recipient/family member and subcontractor interviews. The Contractor shall use findings from the ICR to improve care for enrollees.

4 Notwithstanding 1 through 3 above, no on-site audit, inspection, or document review shall be conducted within the Gila River Indian Community, unless coordinated with the Gila River Indian Community, Health and Social Committee, or such other authoritative body as may be designated by the Gila River Indian Community Council or by Order of the Gila River Indian Community Court. Audit and inspection rights shall in any event be limited to records and functions covered by this Agreement. In no event shall this Agreement authorize inspections or audits of facilities, data and records outside of the direct scope of this Agreement.

H. DISPUTES, NON-PERFORMANCE, TERMINATION, AND CANCELLATION PROVISIONS

1. Complaints, SMI Grievances and Member Appeals

a. Complaints

All members' complaints shall be resolved according to the Scope of Work, Paragraphs L. 1 General and L.2. Complaints, ADHS/DBHS Provider Manual, and ADHS/DBHS Policies and Procedures Manual.

b. SMI Grievances and Member Appeals

All SMI grievances and member appeals shall be resolved according to Scope of Work Paragraphs L.1. General and L.3. SMI Grievance and Member Appeals, ADHS/DBHS Provider Manual and ADHS/DBHS Policies and Procedures Manual**.**

c. Order of Precedence for Controlling Legal Authority

In the event of a complaint, SMI grievance, or member appeal, the following authority shall control in the order of precedence set forth below, as applicable:

1) The United States Code
2) Code of Federal Regulations
3) Arizona Revised Statutes
4) Arizona Administrative Code
5) Laws of the Gila River Indian Community
6) AHCCCS/ADHS Contract
7) ADHS/T/RBHA Contract
8) ADHS/DBHS Policies and Procedures Manual
9) ADHS/DBHS Provider Manual
10) T/RBHA internal policy and procedure manuals
11) Members Handbook

2. Provider Claim Disputes

a. Provider Claim Disputes

All provider claim disputes shall be resolved according to requirements outlined in the Scope of Work Paragraphs L. 1. General and L.4. Provider Claim Disputes, ADHS/DBHS Policies and Procedures Manual, and the ADHS/DBHS Provider Manual.

b. Order of precedence for Controlling Legal Authority

In the event of a provider claim dispute, the following authority shall control in the order of precedence set forth below, as applicable:

1) The United States Code
2) Code of Federal Regulations
3) Arizona Revised Statutes
4) Arizona Administrative Code
5) Laws of the Gila River Indian Community
6) AHCCCS/ADHS Contract
7) ADHS/T/RBHA Contract

8) ADHS/DBHS Policy and Procedures Manual
9) ADHS/DBHS Provider Manual
10) T/RBHA internal policy and procedure manuals

3. Claims Disputes

All Contractor claim disputes shall be resolved in accordance with the process set forth in both the ADHS/DBHS Policies and Procedures Manual.

4. Contract Disputes

a. Introduction - The parties have entered into this government-to-government Agreement for the purpose of meeting the behavioral health needs of tribal members. As such, the parties intend to establish a successful working relationship to maintain open communications and to cooperate with one another. However, if a dispute arises under this Agreement the parties agree to follow the following procedures. Disputes include but are not limited to interpretation of Agreement provision, performance or non-performance by party, enforcement, operation, breach, continuance, and imposition of sanctions or termination of this Agreement.

b. Dispute Resolution - The parties agree to resolve disputes related to the responsibility outlined in this Agreement at an administrative level. Dispute resolution at an administrative level includes informal communication and formal administrative written communication including notice of requirement from ADHS to the Contractor to correct and/or improve performance or issuance of a sanction as outlined in H. 5. Whenever possible, informal processes will be utilized.

c. Formal Dispute Resolution - Upon determination by either party that a dispute cannot be resolved informally, the dispute shall be formally resolved between the Deputy Director and Tribal Director. Either party shall notice the other in writing regarding the nature, scope and facts of the dispute citing the Agreement provision and/or the Documents Incorporated by Reference as outlined in B. 2. The written communication shall also include information pertaining as to how the dispute will be resolved. In the event a dispute cannot be resolved informally and proceeds to a formal dispute resolution, all sanctions shall be placed on hold until a resolution is reached including any sanction and/or recoupments as outlined in Section 5. d. 5 and F.4.

d. Arbitration - In the event a formal dispute cannot be resolved through negotiation within a period of thirty (30) days, either party may request that the dispute be arbitrated pursuant to this procedure set forth herein. Although consent to arbitration under this Agreement shall not be deemed a waiver of either party's sovereign immunity, neither party shall assert sovereign immunity as a defense to arbitration under this Agreement.

1) Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter of controversy.

2) Within twenty (20) days after such demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named by the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within twenty (20) days or, in lieu of such agreement

on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of Arizona.

3) The arbitration costs and expenses of each party shall be borne by that party and all arbitrators' fees and other expenses shall be borne equally by both parties.

4) The arbitration hearing shall be held at such time and place as designated by the arbitrators on at least twenty (20) days written notice to the parties.

5) An award rendered by a majority of the arbitrators appointed pursuant to this Agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

6) As to any procedures regarding the conduct of the arbitration that are not specified either in this Agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration Rules of the American Arbitration Association.

Arbitration as Bar to Suit - The parties stipulate that the arbitration provisions of the Agreement shall be a complete defense to any suit, action, or proceeding instituted in any Federal, State, or Tribal Court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement and which is arbitrable as set forth in this Agreement.

1) The arbitration provisions of this Agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.

2) Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power, right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

5. Corrective Actions and Sanctions

a. Corrective Actions

The Contractor shall collaboratively work with ADHS to develop and comply with corrective action when it is determined that the Contractor has not fulfilled its obligations under this Agreement. The need for corrective action may be identified through various means including but not limited to, grievance and appeals information; quality management; problem resolution; financial information; Administrative Reviews; or information obtained in any Agreement deliverable or investigations.

If required, the Contractor shall develop a written Corrective Action Plan using a format prescribed by ADHS. A Corrective Action Plan shall be the means of communication between the Contractor and ADHS regarding resolution of the identified issue.

b. Sanctions

1) ADHS may impose financial sanctions for failure to comply with a corrective action outlined in H. 5. a. Sanctions shall be assessed according to the severity of the violation. Unless explicitly stated

otherwise in this Agreement or document incorporated by reference, sanctions shall be applied as follows:

The amount of the financial sanction shall range from $2,000 to $5,000 or 2% of TXIX Administrative dollars or which ever is greater.

ADHS shall determine, at its sole discretion, the amount of sanction. ADHS shall provide written notice to the Contractor specifying the sanctions, the grounds for the sanction, identification of any subcontracted providers involved in the violation, the amount of funds to be withheld from payments to the Contractor and the steps necessary to avoid future sanctions.

2) The Contractor shall complete all steps necessary to correct the violation and to avoid future sanctions or corrective actions within the time frame established by ADHS in the notice of sanction. Following the notice of sanction, the full sanction amount shall be withheld from the next monthly payment. If the Contractor does not correct the violation within the timeframes established in the notice of sanction, ADHS may impose an additional penalty for each month the violation continues.

3) If AHCCCS, pursuant to its Agreement with ADHS or pursuant to AHCCCS regulations, imposes a sanction against ADHS for any act or omission which, pursuant to this Agreement, the Contractor was prohibited or required (respectively) to perform, then ADHS may, in addition to any other remedies available under the Agreement, impose a sanction against the Contractor in an amount equal to the amount of the sanction imposed by AHCCCS against ADHS. If the sanction from AHCCCS applies to more than one contractor, but AHCCCS does not delineate individual contractor responsibility, ADHS may apportion sanctions to the Contractor based on an equitable method that accounts for the Contractor's share of responsibility.

4) ADHS shall impose on the Contractor any financial sanctions imposed on ADHS by AHCCCS related to the Contractor performance under this Agreement. The imposition of these sanctions upon the Contractor shall not be levied until such time as AHCCCS shall have actually imposed sanctions upon ADHS for conduct related to Contractor performance under this Agreement. In the event that AHCCCS imposes sanctions upon ADHS, the Contractor shall reimburse ADHS upon demand, or ADHS shall process a withhold, any such sanction or disallowance amount or any amount determined by AHCCCS to be unallowable, based on funding dispersed to the Contractor shall be reimbursed to ADHS upon demand after exhaustion of the appeals process (if federal regulations so permit) as long as the federal government does not levy the sanctions until after the appeals process is completed. The Contractor shall bear the administrative cost of its own appeals.

5) Any recoupments imposed by the federal government based on funding dispersed through the Contractor shall be reimbursed to ADHS upon demand.

6) Termination Upon Mutual Agreement

This Agreement may be terminated by mutual written agreement of the parties effective upon the date specified in the written agreement.

7) RESERVED

8) RESERVED

9) Agreement Cancellation

a) Both parties reserve the right to cancel the whole or any part of this Agreement due to failure by the other party to carry out any material obligation, term or condition of the Agreement and all dispute processes have been utilized as outlined in H. 4 and 5.

b) Upon receipt of the written notice of concern and intend to cancel in or any part of this Agreement, the Contractor shall have ten (10) days to provide a satisfactory response to ADHS. Failure on the part of The Contractor to adequately address all issues of concern may result in ADHS canceling this Agreement stating the effective date of cancellation.

10) Rights and Obligations Upon Termination

a) The Contractor shall stop all work as of the effective date of the termination and shall immediately notify all subcontractors, in writing, to stop all work as of the effective date of the notice of termination.

b) Upon receipt of the notice of termination and until the effective date of the notice of termination, The Contractor shall perform work consistent with the requirements of this Agreement and in accordance with a written plan approved by ADHS for the orderly transition of eligible and enrolled persons to another The Contractor or to subcontracted providers.

c) The Contractor shall be paid the Agreement price for all services and items completed as of the effective date of the notice of termination and shall be paid its reasonable and actual costs for work in progress as determined by GAAP; however, no such amount shall cause the sum of all amounts paid to The Contractor to exceed the compensation limits set forth in this Agreement or the allocation schedule.

11) RESERVED

I. MANAGEMENT INFORMATION SYSTEM

1. The Contractor shall maintain a management information system that meets ADHS data processing and interface requirements as outlined in this Agreement and in the following documents incorporated by reference.

a. Client Information System Technical Specifications Manual; CIS File Layout Specifications Manual;

b. ADHS Program Support Policy and Procedure Manual; and

2. The management information system shall be capable of sending and receiving information to and from ADHS and capable of receiving information from service providers. All electronic data submitted shall be encrypted per HIPAA privacy security requirements. The Contractor shall have a sufficient number of management information system personnel to support the maintenance and functioning of the management information system. These personnel shall have management information system technical knowledge as well as knowledge of health care or behavioral health delivery systems knowledge.

3. If the Contractor plans to make any modifications that may affect any of the data interfaces, it shall first provide ADHS the details of the planned changes, the estimated impact upon the interface process, and unit and parallel test files. The Contractor shall allow sufficient time for ADHS to evaluate the test data before approving the proposed change. The Contractor shall also notify ADHS in advance of the exact implementation date of all changes so ADHS can monitor for any unintended side effects of the change.

4. ADHS will provide the Contractor at least ninety (90) days of notice prior to a system change unless it has been determined that the change is immediately needed and vital to system operations.

5. The Contractor shall provide claims inquiry information to subcontracted providers via the Contractor's website.

J. OTHER PROVISIONS

1. Business Continuity Plan

a. The Contractor shall develop a Business Continuity Plan to deal with unexpected events that may negatively and significantly affect its ability to adequately serve members. This plan shall, at a minimum include planning and training for:

1) Behavioral health facility closure/loss of a major provider;
2) Electronic/telephonic failure at the Contractor's main place of business;
3) Complete loss of use of the main site;
4) Loss of primary computer system/records; and
5) How the Contractor will communicate with ADHS in the event of a business disruption.

b. The Business Continuity Plan shall be reviewed annually by the Contractor. The Contractor shall submitted to ADHS the Plan ten (10) days after the implementation of the agreement and July 10th each year there after. All key staff shall be trained and familiar with the Plan.

c. The Contractor shall ensure management services subcontractors prepare adequate business continuity plans and that the subcontractors review their plans annually, updating them as needed. The subcontractor plans shall, at a minimum, address the factors in J.1. a. above as they apply to the management services subcontractors. This requirement does not apply to provider subcontractors.

2. RESERVED

3. Anti-Kickback

   a. The Contractor or any director, officer, agent, employee or volunteer of the Contractor shall not request or receive any payment or other thing of value either directly or indirectly, from or for the account of any subcontractor (except such performance as may be required of a subcontractor under the terms of its subcontract) as consideration for or to induce The Contractor to enter into a subcontract with the subcontractor or any referrals of enrolled persons to the subcontractor for the provision of covered services.

   b. The Contractor certifies that it has not engaged in any violation of the Medicare Anti-kickback statute (42 USC 130a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL101-239 and PL 101-432) and compensation.

4. Lobbying

   The Contractor shall not use funds paid to the Contractor by ADHS, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of any State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in connection with awarding of any Federal or State Contract, the making of any Federal or State grant, the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal or State Contract, grant, loan, or cooperative agreement.

   The Contractor shall not use funds paid to The Contractor by ADHS, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of any State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in which it asserts authority to represent ADHS or advocate the official position of ADHS in any matter before a State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature.

5. RESERVED

6. Litigation

   J. K. vs. Eden

   The Contractor and all subcontracted providers shall participate in all ADHS activities required to meet the requirements of the JK Settlement Agreement, which was approved by the U.S. District Court in June 2001. These activities include but are not limited to training to improve the delivery and practice of behavioral health services provided to children and families; community forums to solicit input from children, family and community regarding the delivery of behavioral health services; expanding the capacity of treatment and support providers; and adherence to the Title XIX Children's Behavioral Health Annual Action Plan. Agreements that shall be fulfilled by the Contractor are incorporated into the terms of this Agreement or the documents incorporated by reference.

7. RESERVED

8. Ownership of Property

The Contractor shall maintain a written inventory of all property created under this Agreement or purchased with funds provided under this Agreement. Upon request, the Contractor shall provide the written inventory to ADHS.

9. RESERVED

10. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all service under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

11. RESERVED

12. Sovereign Immunity

ADHS recognizes that the Gila River Indian Community is a sovereign nation with its own constitution and laws, and that the Contractor retains sovereignty as a wholly owned subordinate entity of the Gila River Indian Community. Nothing in this Intergovernmental Agreement shall be interpreted as a waiver of sovereign immunity by the Contractor or of the Gila River Indian Community. The obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit. The obtaining of insurance by the Contractor shall not be a waiver of sovereign immunity.

13. Indemnification.

Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this Agreement, then the right to pursue one or both of these remedies is preserved.

14. Force Majeure.

a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

b. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

15. Agreement Order of Precedence

In the event of a conflict in the provisions of the Agreement, and as they may be amended, the following shall prevail in the order set forth below

a. Terms and Conditions
b. Scope of Work
c. Attachments
d. Exhibits

16. Physician Incentive

The Contractor must comply with all applicable physician incentive requirements and conditions defined in 42 CFR 417.479. These regulations prohibit physician incentive plans that directly or indirectly make payments to a doctor or a group as an inducement to limit or refuse medically necessary services to a member. The Contractor is required to disclose all physician incentive agreements to ADHS and to enrolled persons who request them.

The Contractor shall not enter into contractual arrangements that place providers at significant financial risk as defined in CFR 417.479 unless specifically approved in advance by ADHS. In order to obtain approval, the following must be submitted to ADHS ninety (90) days prior to the implementation of the contract:

a. A complete copy of the contract
b. A plan for the member satisfaction survey
c. Details of the stop-loss protection provided
d. A summary of the compensation arrangement that meets the substantial financial risk definition.

The Contractor shall disclose to ADHS the information on physician incentive plans listed in 42 CFR 417.479(h)(1) through 417.479(l) in accordance with the AHCCCCS Physician Incentive Plan Disclosure by Contractor's Policy and upon contract renewal, prior to initiation of a new agreement, or upon request from ADHS, AHCCCSA or CSM.

The Contractor shall also provide compliance with physician incentive plan requirements as set forth in 42 CFR 422. These regulations apply to contract arrangements with subcontracted entities.

TERMS AND CONDITIONS
GILA RIVER IGA

DEFINITIONS

All the definitions contained and the resulting Agreement, including the definitions in the Terms and Conditions, are incorporated herein and are defined as follows:

"638 Tribal Facility" means a facility owned and operated by a Native American tribe authorized to provide services pursuant to Public Law 93-638, as amended.

"834 Transaction Enrollment/Disenrollment" means the HIPAA-compliant transmission, by a behavioral health provider to a T/RBHA and by a T/RBHA to ADHS, of information to establish or terminate a person's enrollment in the ADHS behavioral health service delivery system.

"A.A.C." means the Arizona Administrative Code.

"A.R.S." means the Arizona Revised Statutes.

"ACYF" means the Administration for Children, Youth and Families within ADES.

"ADES" means the Arizona Department of Economic Security.

"ADHS" means the Arizona Department of Health Services.

"ADHS Information System" means the ADHS Information Systems in place or any other data collection and information system as may from time to time be established by ADHS.

"ADHS/DBHS" means the Arizona Department of Health Services, Division of Behavioral Health Services.

"ADJC" means the Arizona Department of Juvenile Corrections.

"Administrative Costs" means administrative expenses incurred to manage the behavioral health system, including, but not limited to: provider relations and contracting, provider billing, accounting, information technology services, processing and investigating grievances and appeals, legal services (including any legal representation of the Contractor at administrative hearings concerning the Contractor's decisions, and actions), planning, program development, program evaluation, personnel management, staff development and training, provider auditing and monitoring, utilization review and quality assurance. Administrative costs do not include expenses related to direct provision of behavioral health services including case management. See also Financial Reporting Guide for categories of classification.

"ADOC" means the Arizona Department of Corrections.

"ADOE" means the Arizona Department of Education.

"Adult" means a person 18 years of age or older, unless the term is given a different definition by statute, rule, or policies adopted by ADHS or AHCCCS.

"AHCCCS" means the Arizona Health Care Cost Containment System.

"AHCCCS Health Plan" means an organization or entity agreeing through a direct contracting relationship with AHCCCS to provide the goods and services specified by contract in conformance with the stated contract requirements, AHCCCS statute and rules and federal law and regulations.

"ALTCS" means the Arizona Long Term Care System.

"Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

"AMPM" meant the AHCCCS Medical Policy Manual.

"Arizona Administrative Code (A.A.C.)" means the State regulations established pursuant to relevant statutes.

"Arizona Revised Statute (A.R.S.)" means the laws of the State of Arizona.
"BBA" means the Balanced Budget Act of 1997.

"Behavioral Health Disorder" means any behavioral or mental diagnosis and/or substance use (abuse/dependence) diagnosis found in the most current version of the Diagnostic and Statistical Manual or International Classification of Disorders.

"Behavioral Health Paraprofessional" means a staff member of a licensed behavioral health service agency as specified in A.A.C. Title 9, Chapter 20.

"Behavioral Health Provider" means any individual or facility that delivers behavioral health services in the network. This may be the Contractor or a subcontracted behavioral health provider.

"Behavioral Health Recipient" means any adult or child receiving services in/through ADHS funded programs.

"Behavioral Health Services" means those services listed in the ADHS Covered Behavioral Health Services Guide.

"Behavioral Health Technician" means a staff member of a licensed behavioral health service agency as specified in A.A.C. Title 9, Chapter 20.

"Best Practices" means evidence-based practices, promising practices, or emerging practices.

"Center for Medicare and Medicaid Services" (CMS, formerly HCFA) means the organization within the United States Department of Health and Human Services, which administers the Medicare and Medicaid program and the State Children's Health Insurance Program.

"CFR" means the Code of Federal Regulations.

"Child" means an eligible person who is under the age of 18, unless the term is given a different definition by statute, rule or policies adopted by ADHS or AHCCCS.

"Child and Family Team" means a defined group of people that includes, at a minimum, the child and his/her family, a behavioral health representative, and any individuals important in the child's life and who are identified and invited to participate by the child and family. This may include, for example, teachers, extended family members, friends, family support partners, healthcare providers, coaches, community resource providers, representatives from churches, synagogues or mosques, agents from other service systems like CPS or DDD, etc. The size, scope and intensity of involvement of the team members are determined by the objectives established for the child, the needs of the family in providing for the child, and by which individuals are needed to develop an effective service plan, and can therefore expand and contract as necessary to be successful on behalf of the child.

"CIS" means the Client Information System.

"*Claim*" means a service billed under a fee-for-service arrangement

"Claim Dispute" means a dispute involving a payment of a claim, denial or claim or imposition of a sanction.

"Client Information System" means the data system used by ADHS.

"Clinical Liaison" means a behavioral health professional or a behavioral health technician who has been credentialed and privileged by the T/RBHA or their designee in accordance with ADHS' requirements to perform this function. The Clinical Liaison: (1) Assumes the primary responsibility of clinical oversight of the person's care (2) Ensures the clinical soundness of the assessment/treatment process (3) Serves as the point of contact, coordination and communication with the person's team and other systems where clinical knowledge of the case is important.

"CMHS" means the Community Mental Health Services Performance Partnership Program Pursuant to Division B, Title XXXII, Section 3204 of the Children's Health Act of 2000.

"CMS" (formerly HCFA) means Center for Medicare and Medicaid Services.

"Collaborative Team" means a team of individuals whose primary function is to develop a comprehensive and unified service or treatment plan for an enrolled person. The team may include an enrolled person, member of the enrolled person's family, health, mental health or social service providers including professionals representing disciplines related to the person's needs, or other persons that are not health, mental health or social service providers identified by the person or family. Collaborative Teams include child and family teams and adult teams.

"Contractor" means The Gila River Health Care Corporation

"Covered Services" means those services listed in the ADHS/DBHS Covered Behavioral Health Services Guide.

"CPS" means the Child Protective Services within the ADES.

"Credentialing" means the process of obtaining, verifying and assessing information (e.g. validity of the license, certification, training and/or work experience) to determine whether a behavioral health professional or a behavioral health technician has the required credentials to provide behavioral health services to persons enrolled in ADHS/DBHS behavioral health system. It also includes the review and verification of applicable licensure, accreditation and certification of behavioral health providers.

"Cultural Competence" means a set of congruent behaviors, attitudes and policies that come together in a system, agency, or among professionals which enables that system, agency or those professionals to work effectively in cross-cultural situations.

"Days" means calendar days unless otherwise specified.

"DBHS" means the Division of Behavioral Health Services within ADHS.

"DDD" means the Division of Developmental Disabilities within ADES.

"Department" means the Arizona Department of Health Services.

"Deputy Director" means the Deputy Director for the ADHS or his or her duly authorized representative.

"DHS" means the Arizona Department of Health Services.

"Eligible Beneficiaries " mean residents of the Gila River Indian Community, and their immediate family members that are eligible for of Tribal services. Immediate family members are defined to include the

member's spouse or cohabitating partner, children (including foster children) under the age of eighteen (18) for Title XIX services or under the age of nineteen (19) for Title XXI services, parents or minor Tribal members (as long as the parents live with the minor member child) and foster parents of Gila River Indian Community Contractor children even living off the reservation.

"Eligible Person" means an individual who needs or is at risk of needing ADHS covered services.

"Emerging Practices" means *new* innovations in clinical or administrative practice that address critical needs of a particular program, population or system, but do not yet have scientific evidence or broad expert consensus support.

"Enrolled Person" means a Title XIX, Title XXI or Non-Title XIX/XXI eligible person recorded in the ADHS Information System as specified by ADHS.

"Enrollment" means the process by which a person is enrolled into the Contractor and ADHS data system.

"Evidence-based practice" means an intervention that is an integration of science-based evidence; the skill and judgment of health professionals; and the unique needs, concerns and preferences of the person receiving services. Evidence-based practices are not intended to be automatically and uniformly applied, but instead considered as a combination of all three factors.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Formulary" means a list of medications that are made available by individual T/RBHAs for their enrolled members. The list must encompass all medications included on ADHS minimum list of medications.

"Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to the person or some other person. It includes any act that constitutes fraud under applicable Federal or State Law.

"GAAP" means Generally Accepted Accounting Principles.

"General Mental Health Adults" means a classification of adult persons age eighteen and older who have general behavioral health issues and have not been determined to have a serious mental illness.

"*Gila River Health Care Corporation***"** (GRHCC) means a wholly owned subordinate economic entity of the Gila River Indian Community, authorized by the governing body of the Gila River Indian Community, the Gila River Community Council, to enter into this Agreement to coordinate the delivery of behavioral health services to eligible and enrolled persons who are residents of the Gila River Indian Community, a Federally recognized Indian tribe.

"Gila River Indian Community" means the Native American reservation established by an act of Congress in 1859 to encompasses the Pima and Maricopa tribes, located within Maricopa and Pinal counties. The reservation is comprised of seven regional districts and the Ak-Chin (Maricopa) community, spanning a total of 372,000 acres. The tribal government is located in Sacaton, Arizona and Ak-Chin (Maricopa).

"GMH" means General Mental Health and is used to designate adult fund type.

"GMH/SA" means General Mental Health and Substance Abuse and is used to designate adult fund type.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"Health Insurance Portability and Accountability Act of 1996 (HIPAA)" means Public Law 104-291 Title II Subtitle F and regulations published by the United States Department of Health and Human Services, the administrative simplification provisions and modifications thereof, and the Administrative Simplification Compliance Act of 2001.

"HIPAA" means Health Insurance Portability and Accountability Act of 1996.

"IGA" means an Intergovernmental Agreement.

"IHS" means the Indian Health Service of the United States Department of Health and Human Services.

"IMD" means an Institution for Mental Disease.

"Indian Health Service (IHS)" means the bureau of the United States Department of Health and Human Services that is responsible for delivering public health and medical services to American Indians throughout the country. The federal government has direct and permanent legal obligation to provide health services to most American Indians according to treaties with Tribal Governments.

"Institution for Mental Disease (IMD)" means a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services. An institution is an IMD if its overall character is that of a facility established and maintained primarily for the care and treatment of individuals with mental diseases (42 CFR 435.1009). In the State of Arizona, Level I facilities with more than 16 beds are IMDs except when licensed as a unit of a General Medical Hospital.

"Interagency Service Agreement (ISA)" means an agreement between two or more agencies of the State wherein an agency is reimbursed for services provided to another agency or is advanced funds for services provided to another agency.

"Intergovernmental Agreement (IGA)" means an agreement conforming to the requirements of A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-951 et. seq.).

"KidsCare" means the Arizona version implementing the Title XXI of the Social Security Act, referred to in federal legislation as the "State Children's Health Insurance Program" (SCHIP).

"Level I Behavioral Health Facility" means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

"Level II Behavioral Health Facility" means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

"Level III Behavioral Health Facility" means a behavioral health agency as defined in A.A.C. Title 9, Chapter 20.

"Materials" means all property including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Medically Necessary Covered Services" means those covered services provided by qualified service providers within the scope of their practice to prevent disease, disability and other adverse health conditions or their progression or to prolong life.

"Member" means a person receiving behavioral health services.

"Member Appeal" means a request for a review of an action in accordance with 42 CFR 438.400, and for a person with an SMI, an appeal of an SMI eligibility determination; decisions regarding eligibility for

behavioral health services, including Title XIX services, fees and waivers; assessments and further evaluations; service and treatment plans and planning decisions; and the implementation of those decisions.

"Network Material Change" means an alteration or development within a provider network that may reasonably be foreseen to affect the quality or delivery of covered services provided under this Agreement.

"Non-Title XIX/XXI Funding" means fixed funds, including funds from CMHS and SAPT, State appropriations (other than state appropriations to support the Title XIX and Title XXI program), counties and other funds, which are used for services to Non-Title XIX/XXI eligible persons and for services not covered by Title XIX or Title XXI provided to Title XIX and Title XXI eligible persons.

"Non-Title XIX/XXI Person" means an individual who needs or may be at risk of needing covered services, but does not meet Federal and State requirements for Title XIX or Title XXI eligibility.
"Outreach" means activities to identify and encourage individuals who may be in need of behavioral health services to receive them.

"PCP" means Primary Care Provider.

"Primary Care Provider/Practitioner (PCP)" is an individual who meets the requirement of A.R.S. 36-2901, and who is responsible for the management of a member's health care. A PCP may be a physician defined as a person licensed as an allopathic or osteopathic physician according to A.R.S. Title 32, Chapter 13 or Chapter 17, or a practitioner defined as physician assistant licensed under A.R.S. Title 32, Chapter 25, or a certified nurse practitioner licensed under A.R.S. Title 32, Chapter 15.

"Prior Authorization" means an action taken by ADHS/DBHS, a T/RBHA or a subcontracted provider that approves the provision of a covered service prior to the service being provided.

"Privileging" means the process used to determine if credentialed clinicians are competent to perform their assigned responsibilities, based on training, supervised practice and/or competency testing.

"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contract and make written determinations with respect to this Agreement.

"Profit" means the excess of revenues over expenditures, in accordance with Generally Accepted Accounting Principles, regardless of whether the Contractor is a for-profit or a not-for-profit entity.

"Promising Practices" means clinical or administrative practices for which there is considerable evidence or expert consensus and which show promise in improving client outcomes, but which are not yet proven by the highest or strongest scientific evidence.

"Provider" means an organization and/or behavioral health professional who provides behavioral health services to behavioral health recipients.

"Provider Network" means the agencies, facilities, professional groups or professionals under subcontract to the Contractor to provide covered services to behavioral health recipients and includes the Contractor to the extent the Contractor directly provides covered services to behavioral health recipients.

"Psychiatrist" means a person who is a licensed physician as defined in A.R.S. Title 32, Chapter 13 or Chapter 17 and who holds psychiatric board certification from the American Board of Psychiatry and Neurology, the American College of Osteopathic Neurologist and Psychiatrist; or the American Osteopathic Board of Neurology and Psychiatry; or is board eligible.

"Quality Management" means a methodology used by professional health personnel that assesses the degree of conformance to desired medical standards and practices, and activities designed to improve and maintain quality service and care, performance through a formal program, with involvement of multiple organizational components and committees.

"RBHA" means a Regional Behavioral Health Authority.

"*Referral for Behavioral Health Services"* means any oral, written, faxed, or electronic request for behavioral health services made by any person, or person's legal guardian, family member, an AHCCCS health plan, primary care provider, hospital, jail, court, probation and parole officer, tribal government, Indian Health Services, school, or other state or community agency.

"*Regional Behavioral Health Authority"* means an organization under contract with ADHS to coordinate the delivery of behavioral health services to eligible and/or enrolled persons in a geographically specific service area of the state.

"Related Party" means a party that has, or may have, the ability to control or significantly influence a Contractor, or a party that is, or may be, controlled or significantly influenced by a Contractor. "Related parties" include, but are not limited to, agents, managing employees or persons with an ownership or controlling interest in the disclosing entity, and their immediate families, subcontractors, wholly-owned subsidiaries or suppliers, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or persons.

"*RSA"* means the Rehabilitation Services Administration within the ADES.

"RTC" means Level 1 Residential Treatment Center.

"SAPT" means Substance Abuse Prevention and Treatment. Performance Partnership Program pursuant to Division B. Title XXXIII, Section 3303 of The Children's Health Act of 2000 pursuant to Section 1921 – 1954 of the Public Health Service Act and 45 CFR Part 96 Interim Final Rules.

"Serious Mental Illness" means a condition of persons who are eighteen years of age or older and who, as a result of a mental disorder as defined in A.R.S §36-501, exhibit emotional or behavioral functioning which is so impaired as to interfere substantially with their capacity to remain in the community without supportive treatment or service of a long term or indefinite duration. In these persons mental disability is severe and persistent, resulting in long term limitation of their functional capacities for primary activities of daily living such as interpersonal relationships, homemaking, self-care, employment and recreation.

"SMI" means Seriously Mentally Ill.

""*State"* means the State of Arizona and Department or Agency of the State that executes the Agreement.

"*State Plan"* means the written agreements between the State of Arizona and CMS, which describe how the AHCCCS programs meet all CMS requirements for participation in the Medicaid program and the Children's Health Insurance Program.

"*Subcontract"* means any Contract or Agreement express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

"*Subcontractor"* means any third party under contract with the Contractor, in a manner conforming to ADHS requirements.

"*Substance Abuse Adults"* means a classification of adults age eighteen (18) and older who have a substance use disorder and have not been determined to have a serous mental illness.

"Support Services" means covered services provided to facilitate the delivery of or enhance the benefit received from other behavioral health services. Refer to the ADHS/DBHS Covered Behavioral Health Services Guide for additional information.

"TRBHA" means a Tribal Regional Behavioral Health Authority.

"Team" means a group of individuals working in collaboration who are actively involved in a person's assessment, service planning and service delivery. At a minimum, the team consists of the person, family members as appropriate in the case of children and a qualified behavioral health clinician. As applicable, the team would also include representatives from other state agencies, clergy, other relevant practitioners involved with the person and any other individuals requested by the person.

"Third Party Liability" means sources available to pay all or a portion of the cost of services incurred by a person.

"Title XIX" means Title XIX of the Social Security Act, as amended. This is the Federal statute authorizing Medicaid, which is administered by the AHCCCS.

"Title XIX Covered Services" means those covered services identified in the ADHS/DBHS Covered Behavioral Health Services Guide as being Title XIX reimbursable.

"Title XIX Eligible Person" means an individual who meets Federal and State requirements for Title XIX eligibility.

"Title XIX Member" means an AHCCCS member eligible for Federally funded Medicaid programs under Title XIX of the Social Security Act including those eligible under Section 1931 provisions of the Social Security Act (previously AFDC), Sixth Omnibus Budget Reconciliation Act (SOBRA), Supplemental Security Income (SSI), SSI-related groups, and Title XIX Waiver Groups.

"Title XXI" means Title XXI of the Social Security Act, referred to in federal legislation as the State Children's Health Insurance Program (SCHIP). The Arizona version of SCHIP is referred to as KidsCare.

"Title XXI Covered Services" means those covered services identified in the ADHS/DBHS Covered Behavioral Health Services Guide as being Title XXI reimbursable.

"Title XXI Eligible Person" means an individual who meets Federal and State requirements for Title XXI eligibility.

"Title XXI Member" means a person eligible for acute care services under Title XXI of the Social Security Act, referred to in federal legislation as the "State Children's Health Insurance Program" (SCHIP). The Arizona version of the SCHIP is referred to as KidsCare.

"Treatment" means the range of behavioral health care received by a behavioral health recipient.

"Treatment Services" means covered services provided to identify, prevent, eliminate, ameliorate, improve or stabilize specific symptoms, signs and behaviors related to, caused by, or associated with a behavioral health disorder.

"Tribal RBHA" means a division or wholly owned subsidiary of the Gila River Health Care Corporation designated to coordinate the delivery of behavioral health services to eligible and enrolled persons who are residents of the Federally recognized Tribal Nation that is the party to the Agreement.

"Utilization Review" means a methodology used by professional health personnel that assesses the medical indications, appropriateness and efficiency of care and services provided.

TERMS AND CONDITIONS
GILA RIVER IGA

EXHIBIT A

PERIODIC REPORTING REQUIREMENTS

REPORT	FREQUENCY	WHEN DUE	REFERENCE	SUBMIT TO
Referral Logs for Emergency and Routine Assessment Appointments	Monthly	15th day after month end	Agreement	Bureau of Quality Management and Evaluation
Seclusion/Restraint Reporting/Monthly Summary Report	Monthly	10th day after month end	Agreement	Bureau of Quality Management and Evaluation
Incidents and Accidents Summary Report Concerning Persons with SMI or in Need of Special Assistance	Monthly	10th day after month end	Agreement; ADHS/DBHS Policies and Procedures Manual	Office of Human Rights
Identification of Each Person in Need of Special Assistance	Monthly	10th day after month end	Agreement; ADHS Policies and Procedures Manual	Office of Human Rights and Appropriate Human Rights Committee
Redacted Restraint and Seclusion Summary Report Concerning Children and Persons with SMI	Monthly	10th day after month end	Agreement; ADHS Policies and Procedures Manual	The Appropriate Human Rights Committee
HIV Quarterly Activity Report	Quarterly	30th day after end of quarter	Agreement; ADHS Provider Manual	Bureau for Substance Abuse Treatment & Prevention
Open Performance Improvement Initiatives	Quarterly	30th day after quarter end	Agreement	Bureau of Quality Management and Evaluation
Quarterly Showing Report and Statistical Appendix	Quarterly	10th day after quarter end	Agreement: ADHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Quarterly Network Status Report	Quarterly	October 31 January 31 April 30 July 31	Agreement	Clinical Services
Quarterly Administrative and Services Income and Expense Report	Quarterly	45 days from quarter end	Agreement	Office of Financial Review
Out of State Placements Summary	Quarterly	15th day after quarter end	Agreement	Medical Director
Member Satisfaction Survey	Biennially		ADHS QM Plan	Bureau of Quality Management and Evaluation
Annual Administrative Review Corrective Action Plan Update	Annually	on the 15th day of June of Agreement year	Tribe Agreement	Policy Office
Annual Quality Management/Performance Improvement Plan including prior year evaluation summary	Annually	November 30	ADHS Provider Manual IGA-Section V, XVII	Bureau of Quality Management and Evaluation
Annual Quality Management and Utilization Management Plan	Annually	February 15	Agreement	Bureau of Quality Management and Evaluation

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REPORT	FREQUENCY	WHEN DUE	REFERENCE	SUBMIT TO
Business Continuity Plan	Annually	July 10 of each contract year	Agreement	Office of Compliance
Medical Care Evaluation: Study Methodology	Annually	October 1	ADHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Medical Care Evaluation: Study Results	Annually	September 1	ADHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Annual Non-Title XIX Service Prioritization	Annually	March 1	Agreement	Clinical Services
Annual Provider Network Development and Management Plan	Annually	July 1, 2005; March 1, 2006 and each year thereafter	Agreement	Clinical Services
Network Assurance	Annually	July 1, 2005; March 1, 2006 and each year thereafter	Agreement	Clinical Services
Network Inventory	Annually	January 15th of each year	Agreement	Clinical Services
Annual Trending Analysis – Incident, Accidents and Deaths	Annually	June 30	Agreement	Bureau of Quality Management and Evaluation
Audited Financial Statements	Annually	180- days from Fiscal Year end	Tribe Agreement	Office of Financial Review
Status of Administrative Review Corrective Actions	Annually	June 15	Agreement	Office of Financial Review
OMB Circular A-133 Reports	Annually	100th day after fiscal year end	Agreement; Financial Reporting Guide	Office of Financial Review
Prevention Report	Annually	August 31	ADHS Prevention Framework for Behavioral Health	Office of Prevention
Corporate Compliance Plan	Annually	October 1	Agreement	Fraud and Abuse Unit
Member Handbook	Annually	August 1 or within 30 days of changes made to template by ADHS	Agreement	Policy Office
Data and Records Related to Contract	Ad Hoc	Upon Request	Agreement	Bureau of Quality Management and Evaluation
Mortality Review Concerning Enrolled Children & Persons with SMI	Ad Hoc	Within 40 days following Incident Report	ADHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Report of significant incident/accidents	Ad Hoc	Within one day of awareness	Agreement; ADHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Report of Use of Seclusion or Restraint Concerning Persons with a SMI and Children	Ad Hoc	Within 7 working days of Contractor's receipt of report	ADHS Policies and Procedures Manual	Bureau of Quality Management and Evaluation
Material Change to Network and Network Assurance	Ad Hoc	Report to ADHS upon significant	Agreement	Clinical Services

REPORT	FREQUENCY	WHEN DUE	REFERENCE	SUBMIT TO
		change in operations or capacity		
Failure of subcontractor to meet licensing criteria or if subcontract is being terminated or suspended	Ad Hoc	Within 5 days of learning of licensing deficiency, or of deciding to terminate or suspend	Agreement	Clinical Services
Response to Tribal Member Problem Resolution	Ad Hoc	As specified on a request from DHS	Agreement	Clinical Services
Material Changes that could impair the Provider Network	Ad Hoc	Within 1 day of the Unexpected Material Change	Agreement	Clinical Services
Data/Reports/ Information for Audits conducted of DHS	Ad Hoc	Upon request from ADHS	Agreement	Office of Compliance
Reports of Allegations of Physical Abuse, Sexual Abuse, or Death	Ad Hoc	Within 3 working days of occurrence	Agreement; ADHS Policies and Procedures Manual	Office of Grievance and Appeals
Grievance or Request for Investigation for People in Need of Special Assistance	Ad Hoc	Within 5 working days of receipt	ADHS Policies and Procedures Manual	Office of Human Rights
Incident and Accident Reports Concerning Persons with a SMI and are in Need of Special Assistance	Ad Hoc	Within 3 working days of Contractor's receipt of report	ADHS Policies and Procedures Manual	Office of Human Rights
Person No Longer in Need of Special Assistance	Ad Hoc	Within 10 working day of the determination	ADHS Policies and Procedures Manual	Office of Human Rights
Request for Special Assistance	Ad Hoc	Within 3 working days of identifying a person in need of special assistance	ADHS Policies and Procedures Manual	Office of Human Rights
Incidents of Potential Fraud or Abuse	Ad Hoc	As Occurring	Agreement; ADHS Program Support	Office of Program Support
Personnel Changes	Ad Hoc	Within 7 days of change in key personnel	Agreement	Office of the Deputy Director
Copies of Management Services Subcontracts for Administrative Review	Ad Hoc	Start of contract, within 30 days of subcontract execution.	Agreement	Policy Office
Copies of Sample Provider Subcontracts	Ad Hoc	Start of contract, - 30 days of subcontract execution.	Agreement	Policy Office
Member Handbook	Ad Hoc	Within 30 days of changes made to ADHS template	Agreement	Policy Office
Complete and Valid Certificate of Insurance	Ad Hoc	Within 30 days of contract implementation	Agreement	Procurement

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REPORT	FREQUENCY	WHEN DUE	REFERENCE	SUBMIT TO
Redacted Incidents and Accidents Reports Concerning All Enrolled Persons	Ad Hoc	Within 3 working days of Contractor's receipt of report	Agreement; ADHS Policies and Procedures Manual	The Appropriate Human Rights Committee
Redacted Restraint and Seclusion Reports Concerning Persons with a SMI and Children	Ad Hoc	Within 3 working days of Contractor's receipt of report	Agreement; ADHS Policies and Procedures Manual	The Appropriate Human Rights Committee